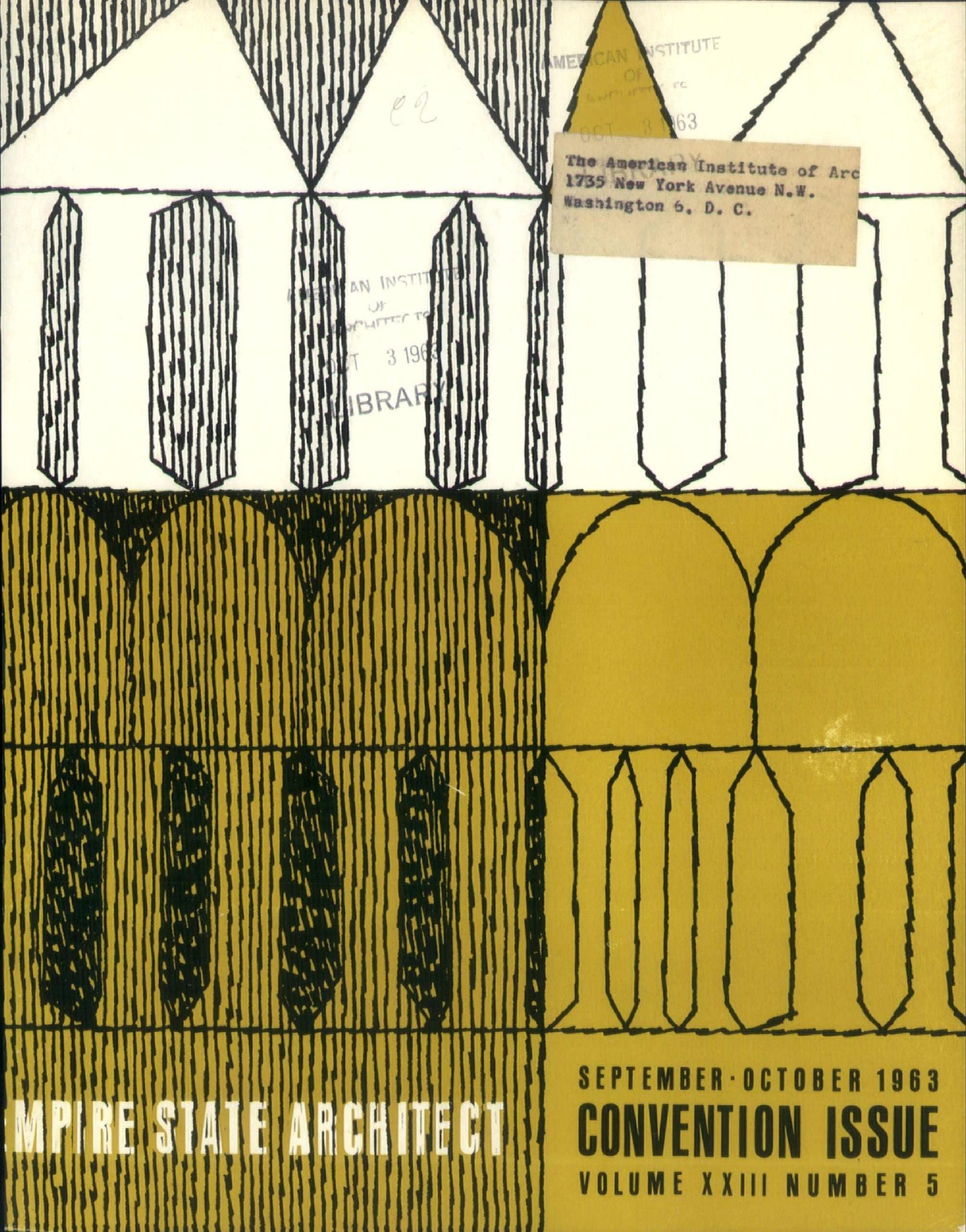


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This school cost less with ceramic tile

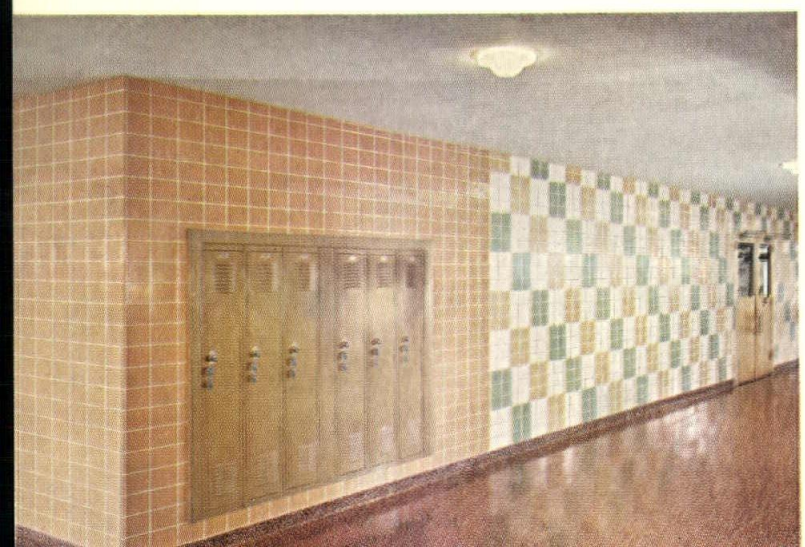
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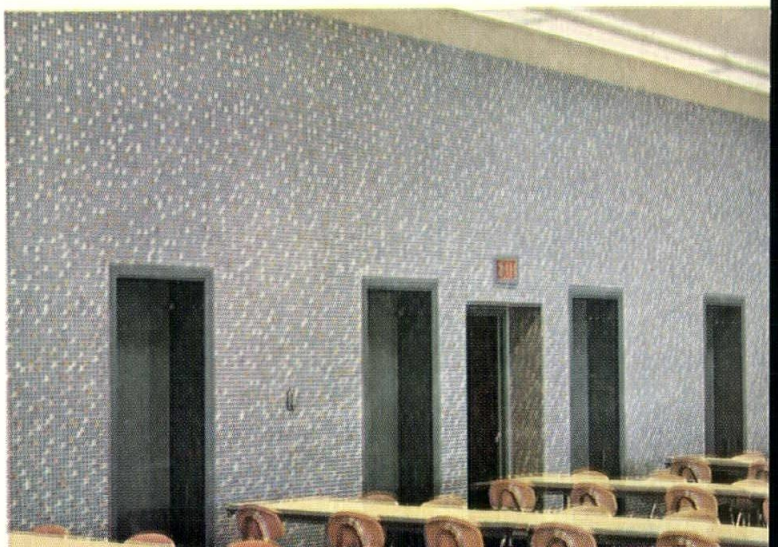
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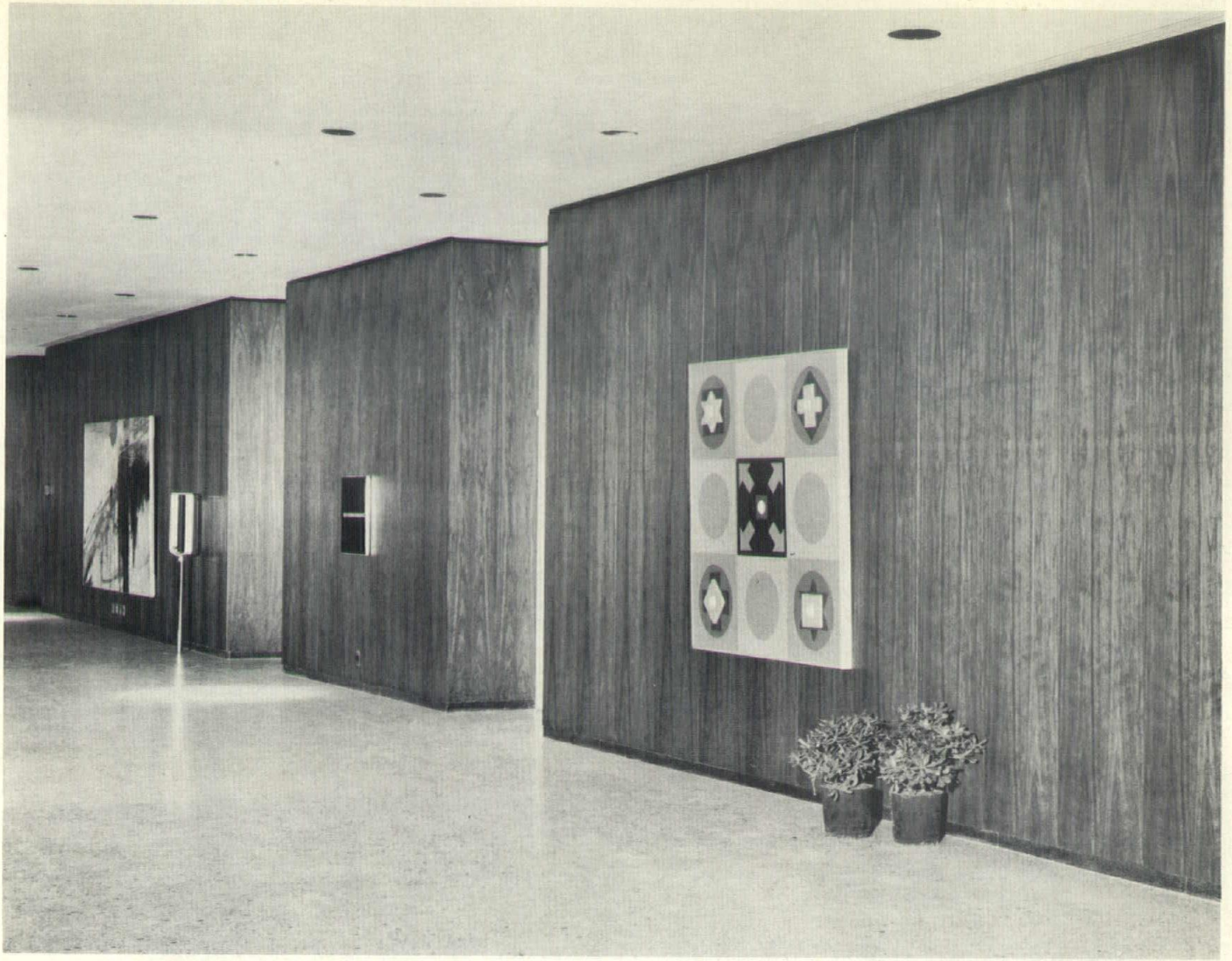
ABOVE—Main Entrance: exterior mural in ceramic mosaics, 1″ sqs., Cerulean, Dove Gray, Citrin, Topaz with figures in Ebony. Plate 479.
BOTTOM LEFT—Corridor Walls: 6″ x 4¼″ in 52 Daffodil and 32 Tan Glo. Design: 6″ x 4¼″, 59 Parchment, 45 Salt & Pepper and 56 Leaf Green. Plate 480.
BOTTOM RIGHT—Cafeteria Wall: ceramic mosaics 1″ sqs., Beryl, Apricot, Petal Pink, Haze, Topaz. Plate 481.
Architect: John C. Ehrlich. Tile Contractor: Stearns & Bergstrom Inc.

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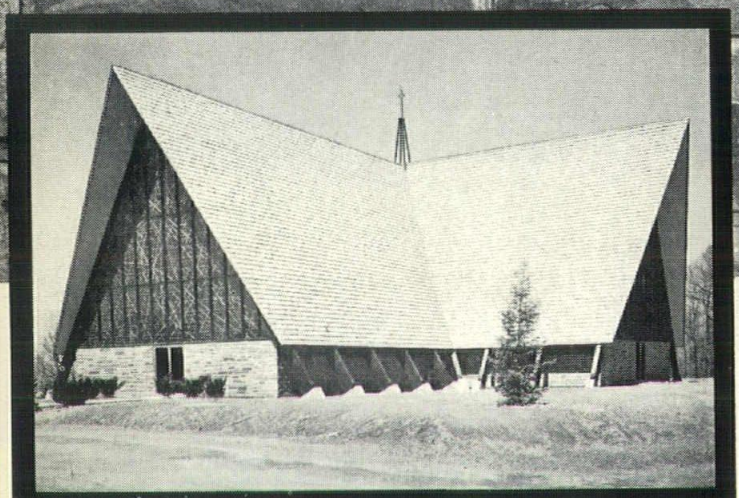
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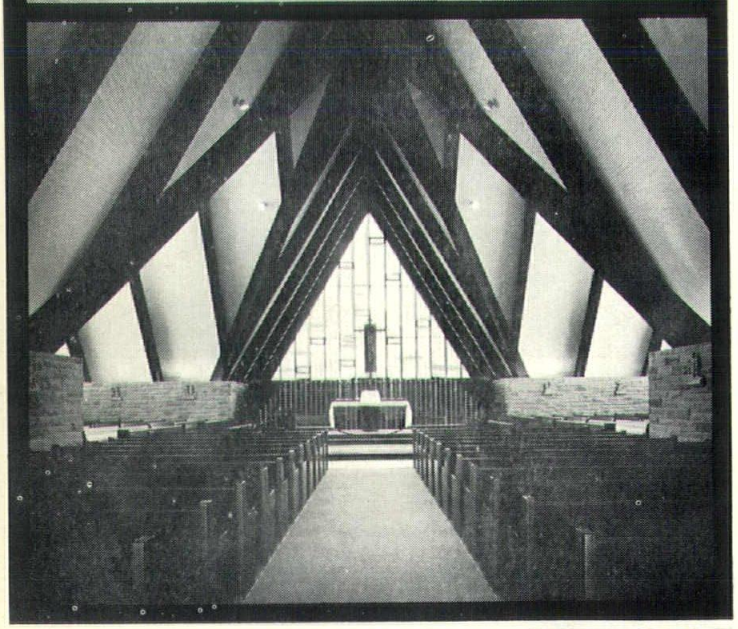
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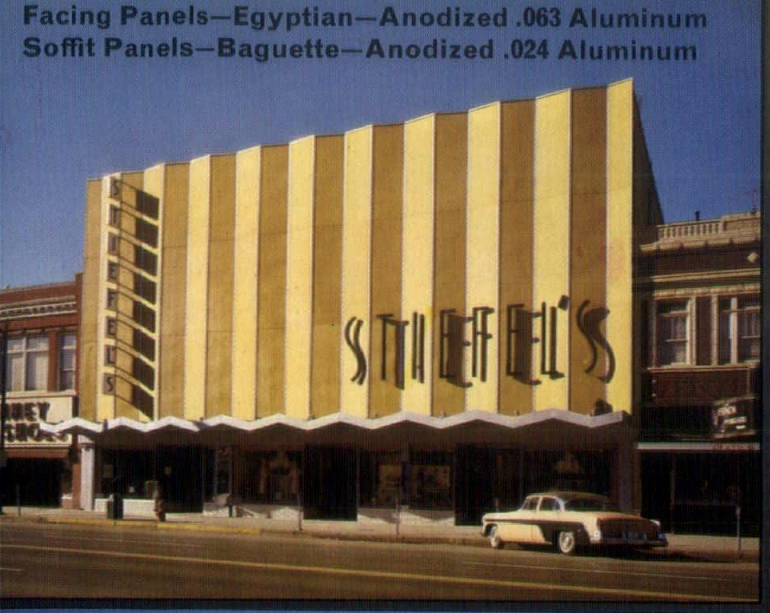
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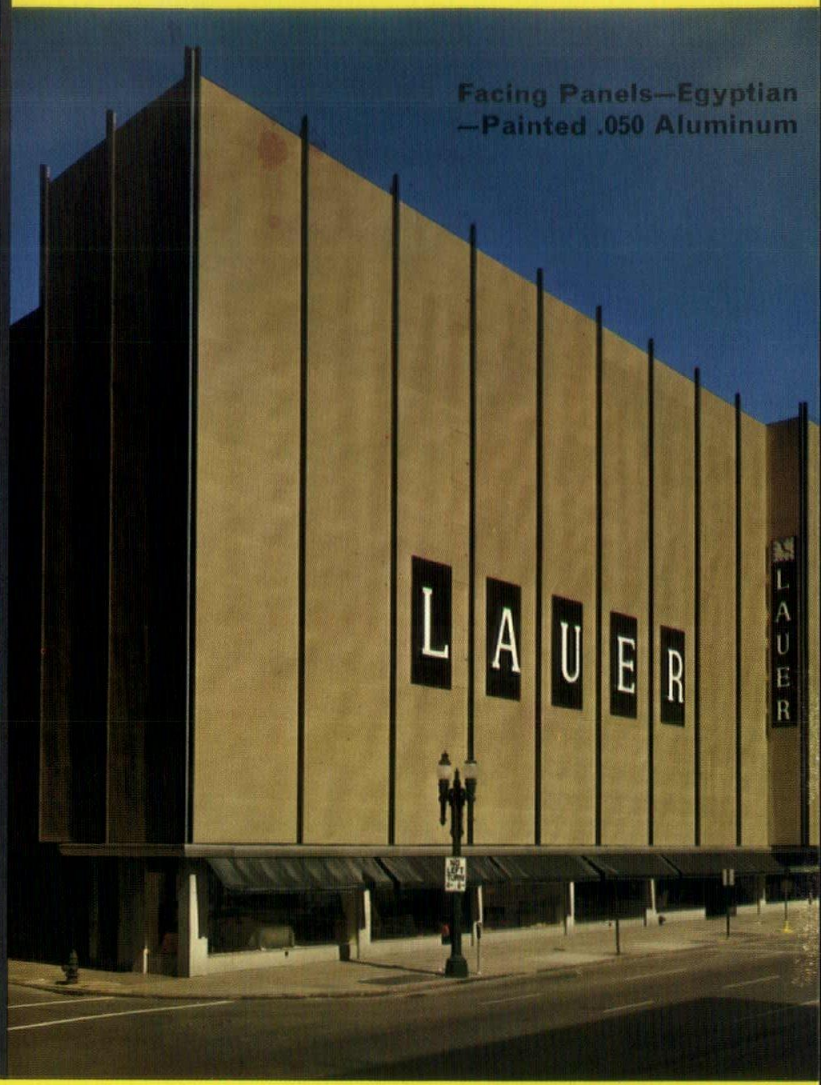
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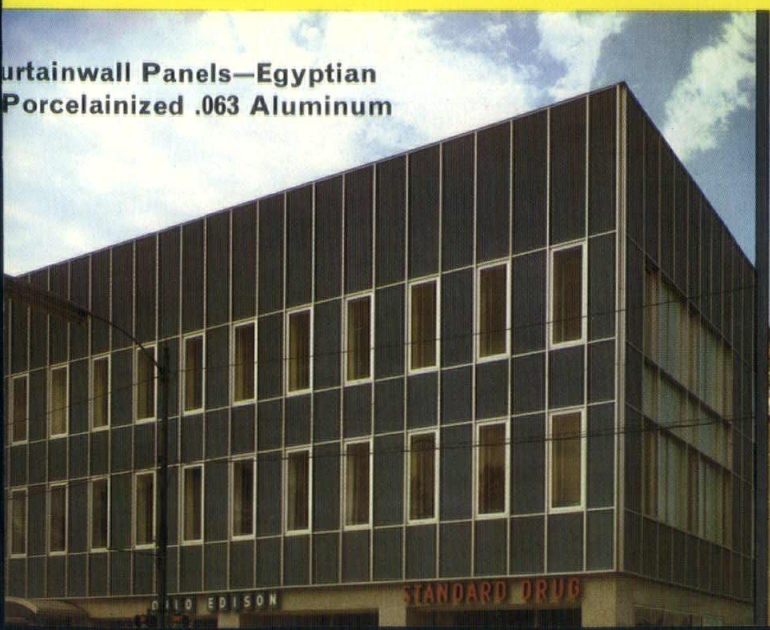


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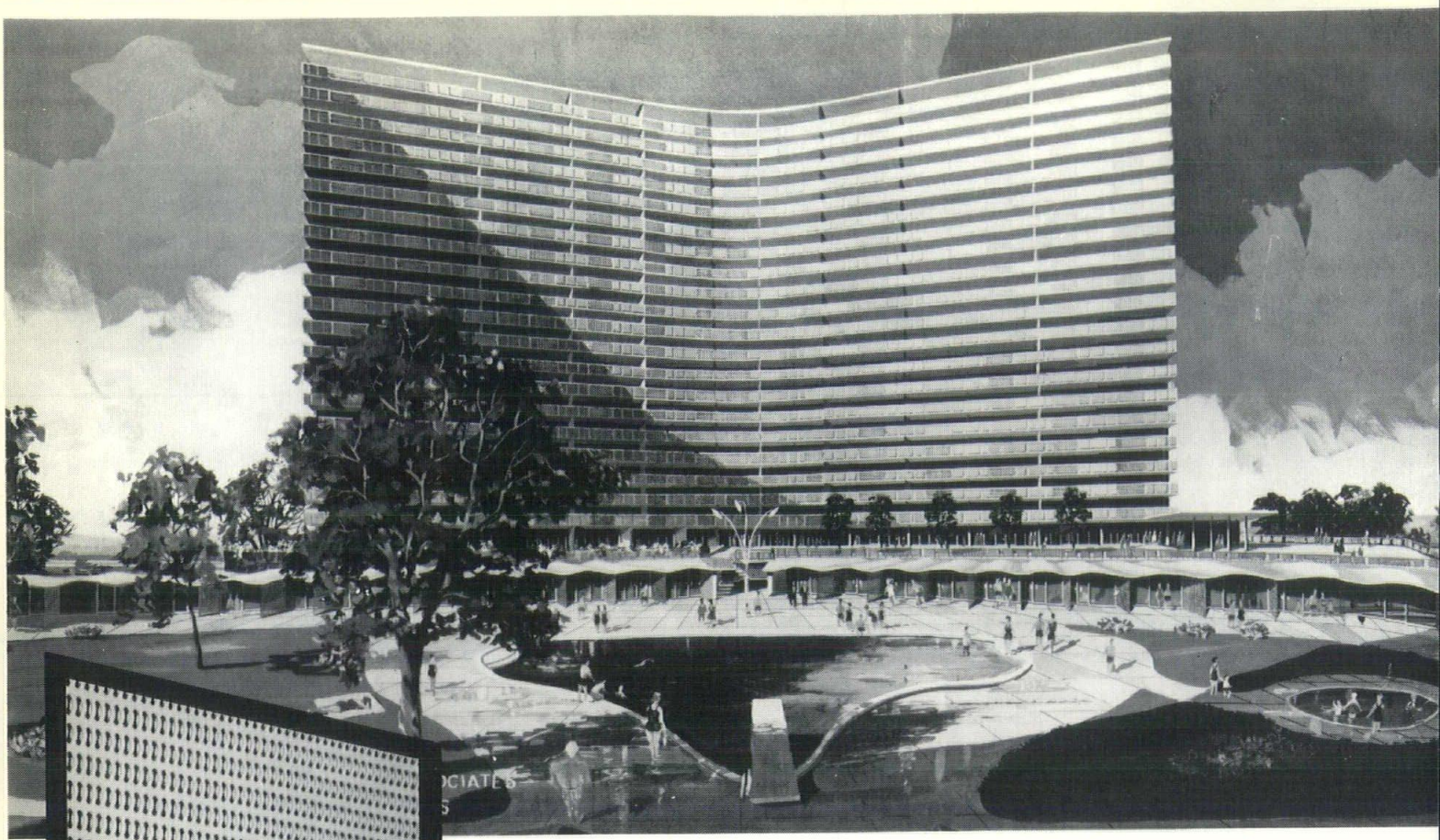


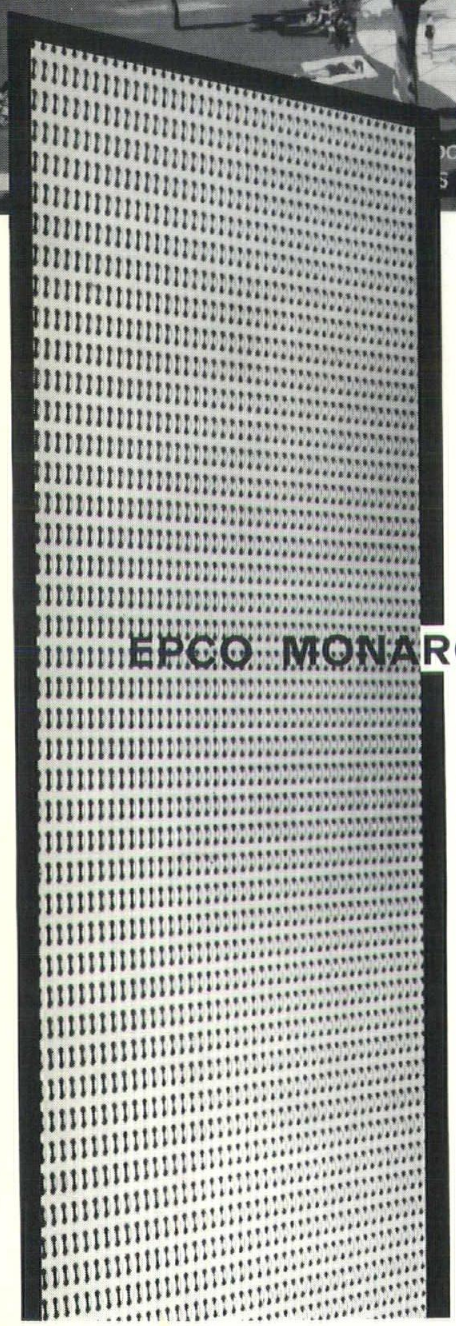


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SEPTEMBER - OCTOBER, 1963 VOL. XXIII—5

This special issue has been prepared under the guest editorship of JOHN NELSON LINN, AIA, assisted by EUGENE S. SMITH.

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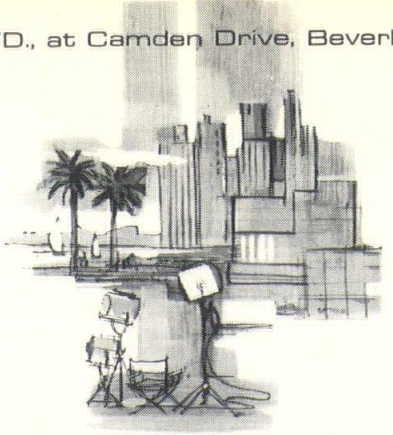
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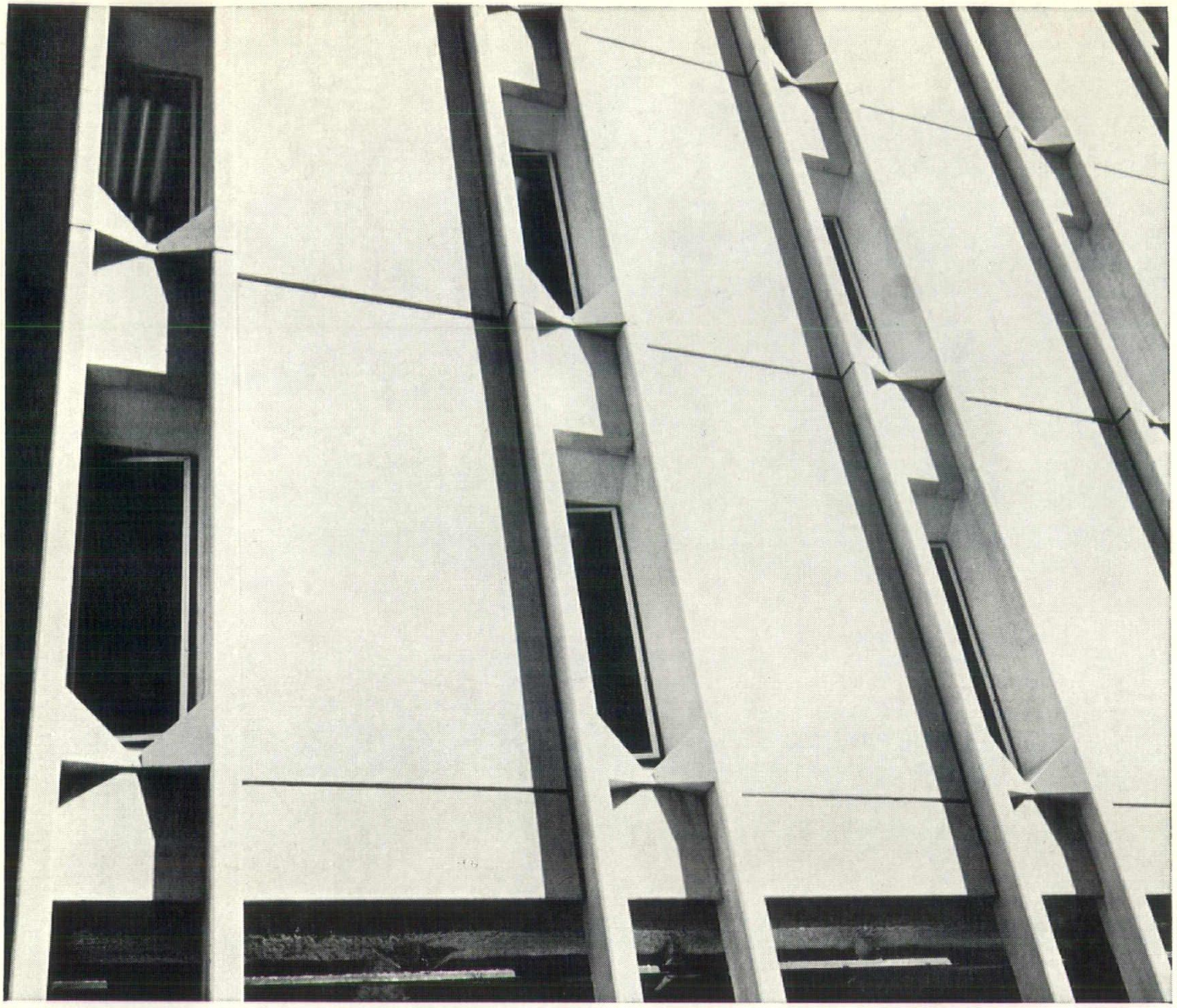
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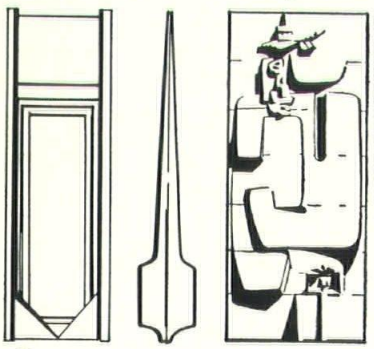
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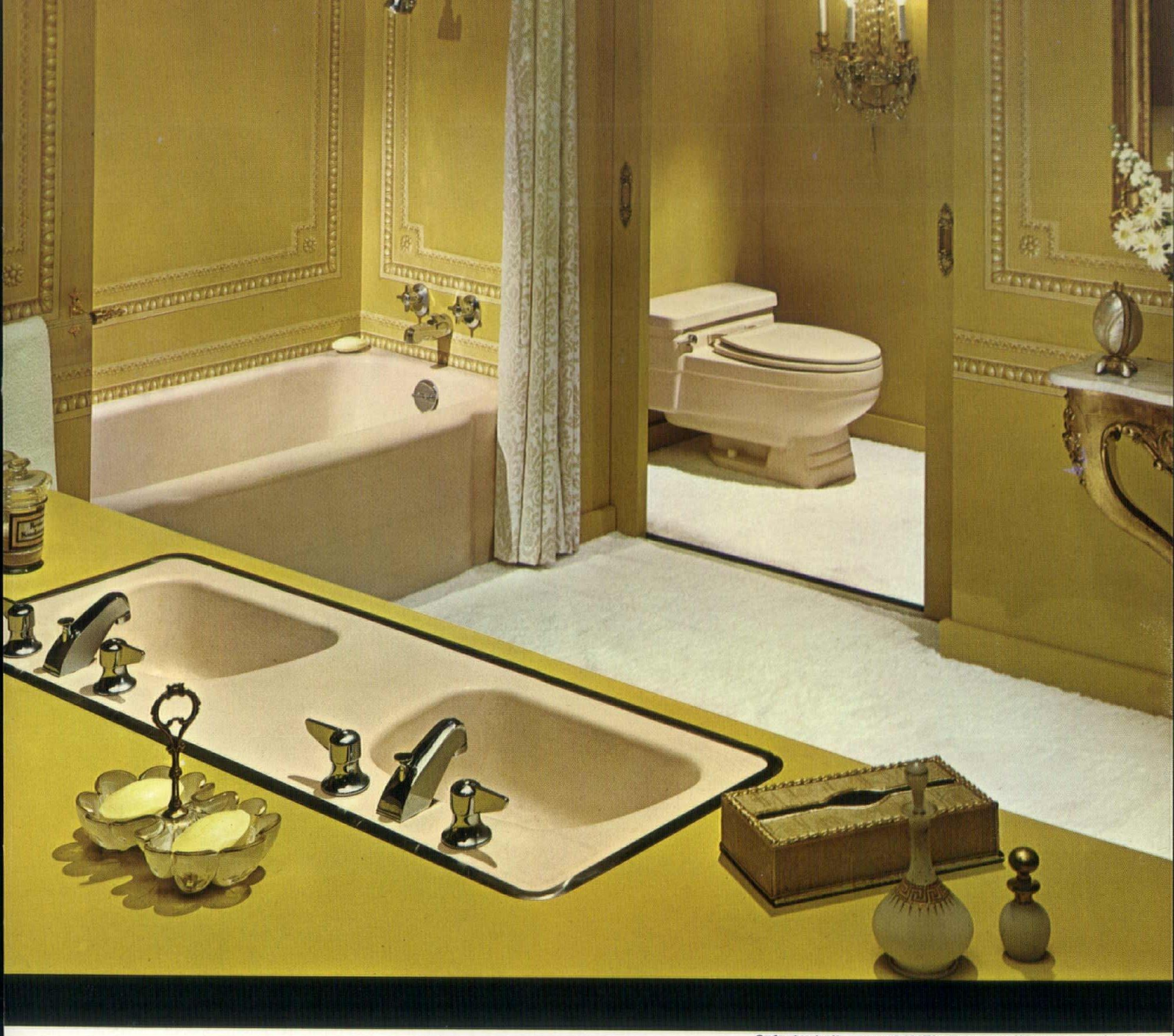
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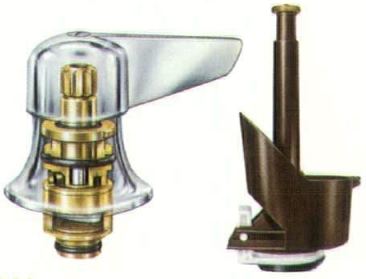
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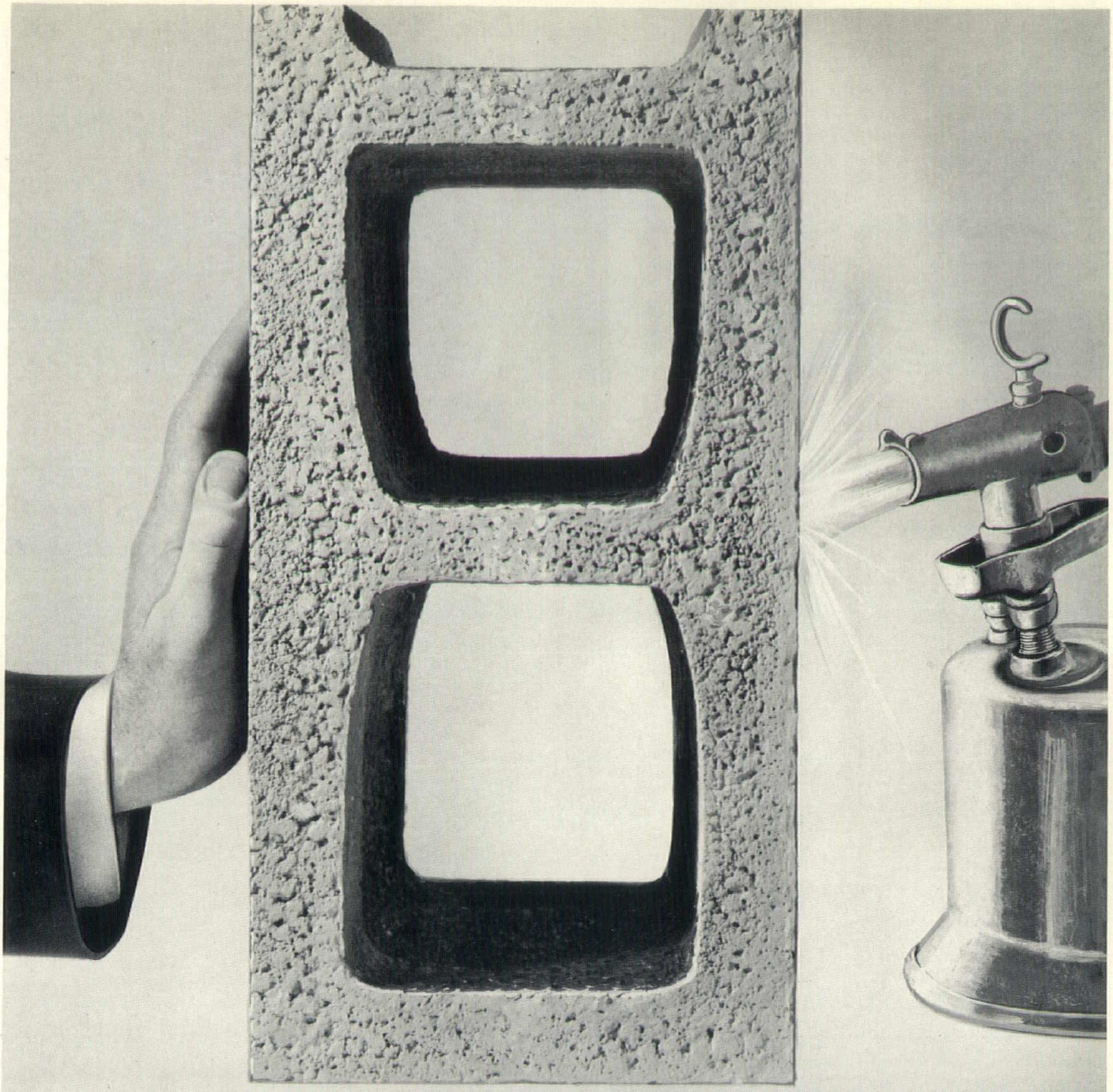
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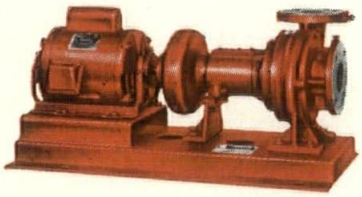
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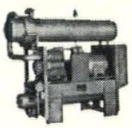
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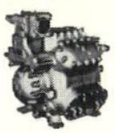
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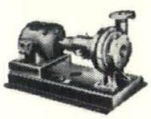
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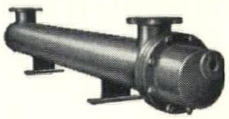
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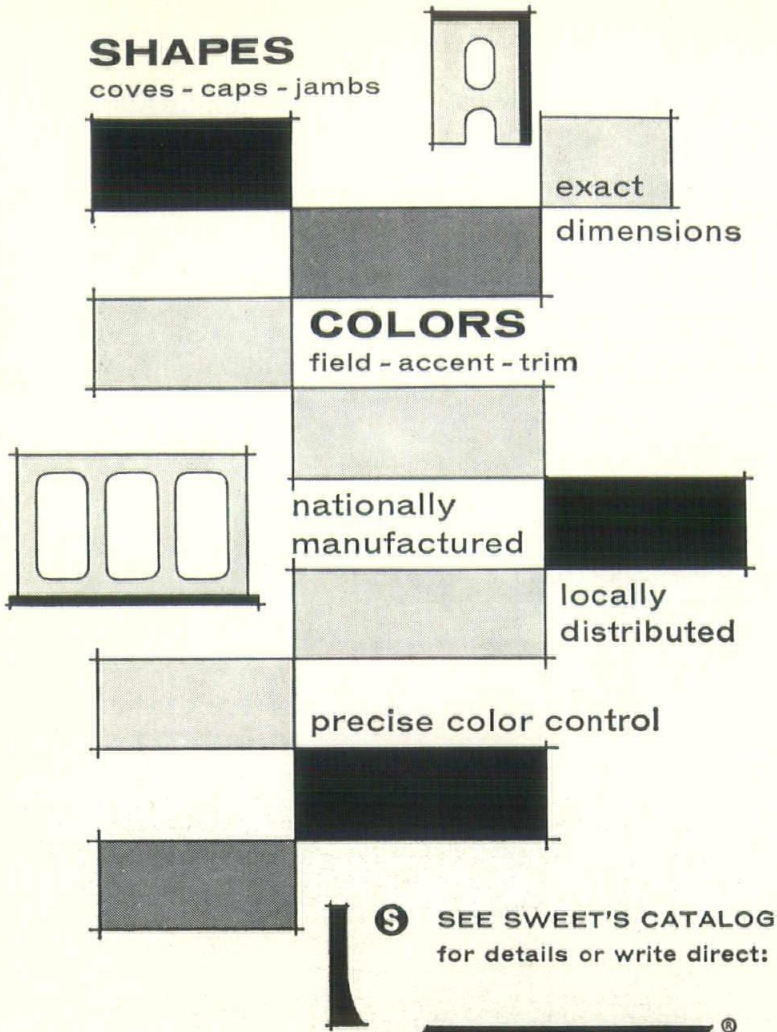
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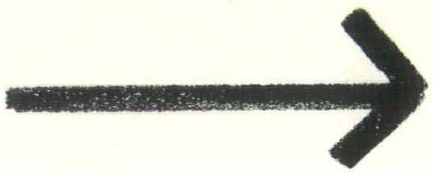
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Southeastern New York
Glazed Block Corporation
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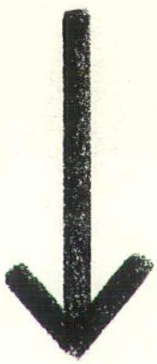
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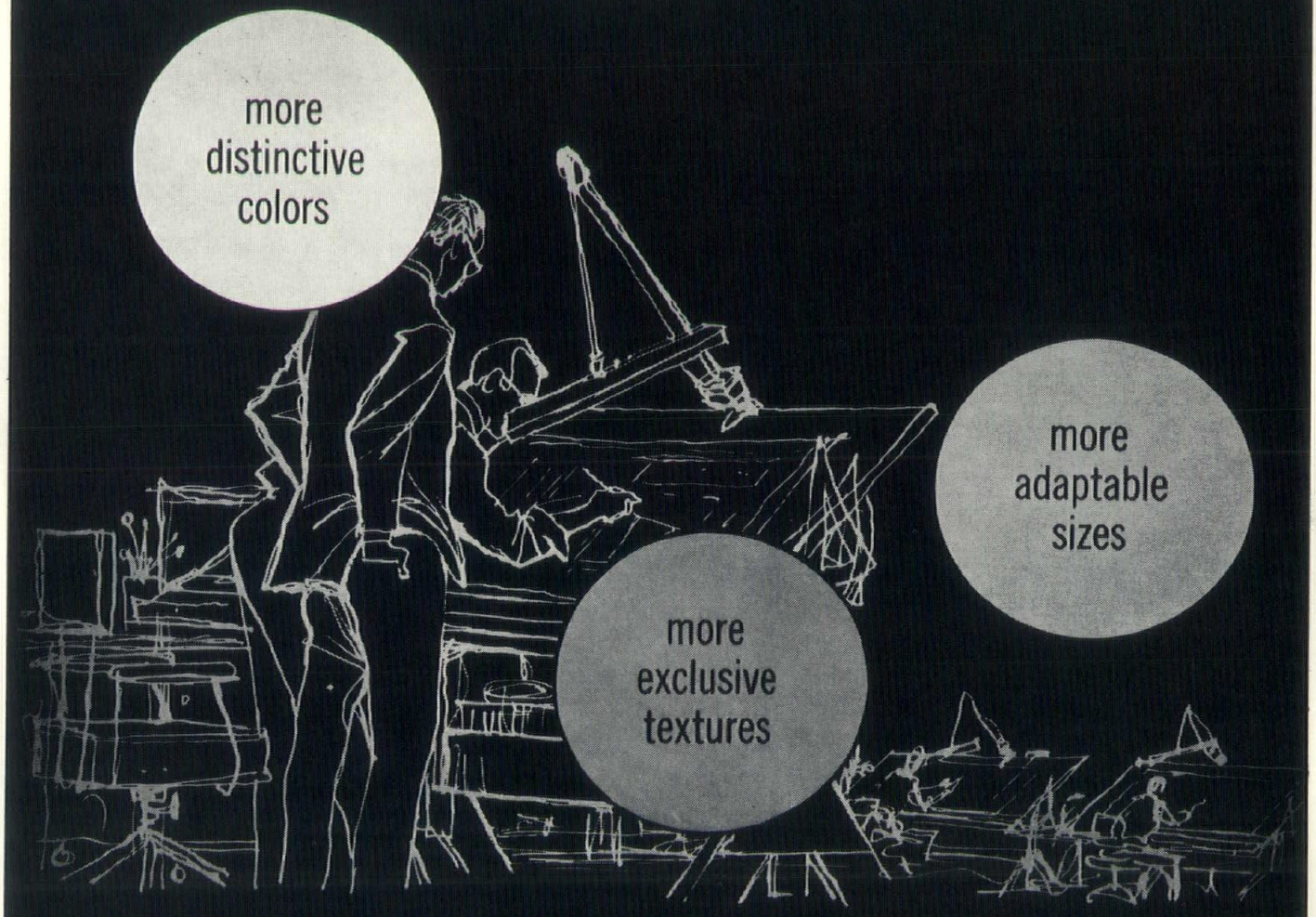
ALBANY, 602 New Loudon Rd., Phone: STate 5-8516
BUFFALO, 1441 Hertel Ave., Phone: TF 8-2200
FARMINGDALE, 85 Rome St., Phone: MYrtle 4-3434
NEW YORK CITY, 11 Park Place, BArclay 7-0260
ROCHESTER, 786 Lakeshore Blvd., Phone: FI 2-4587
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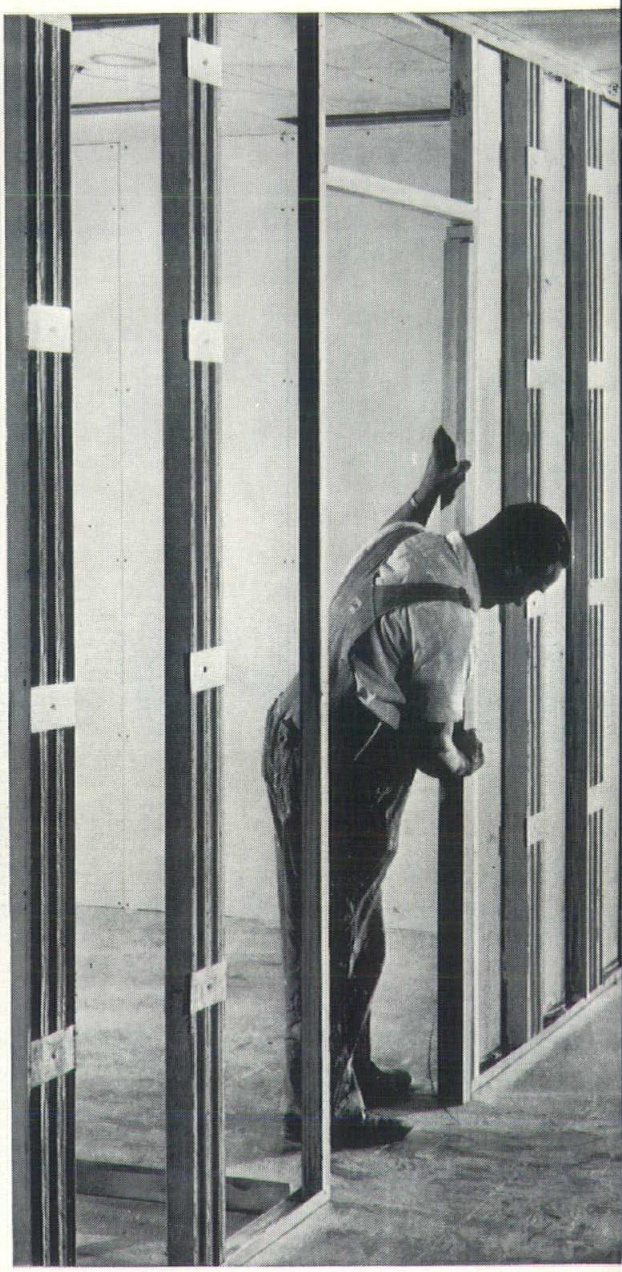
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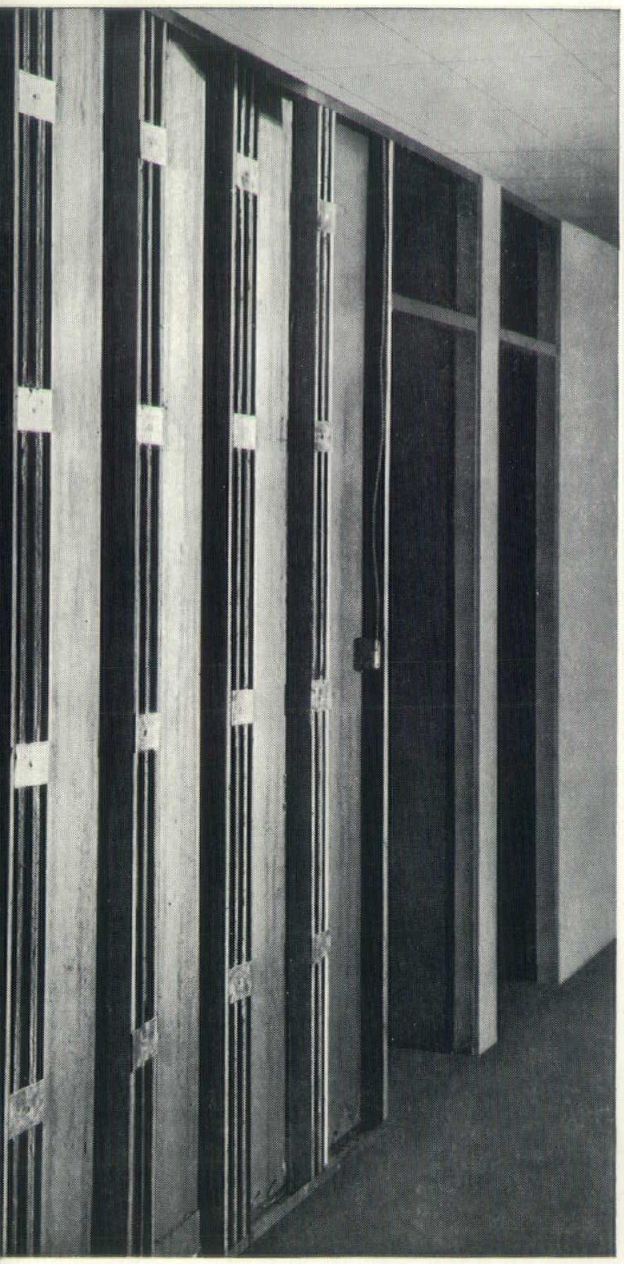


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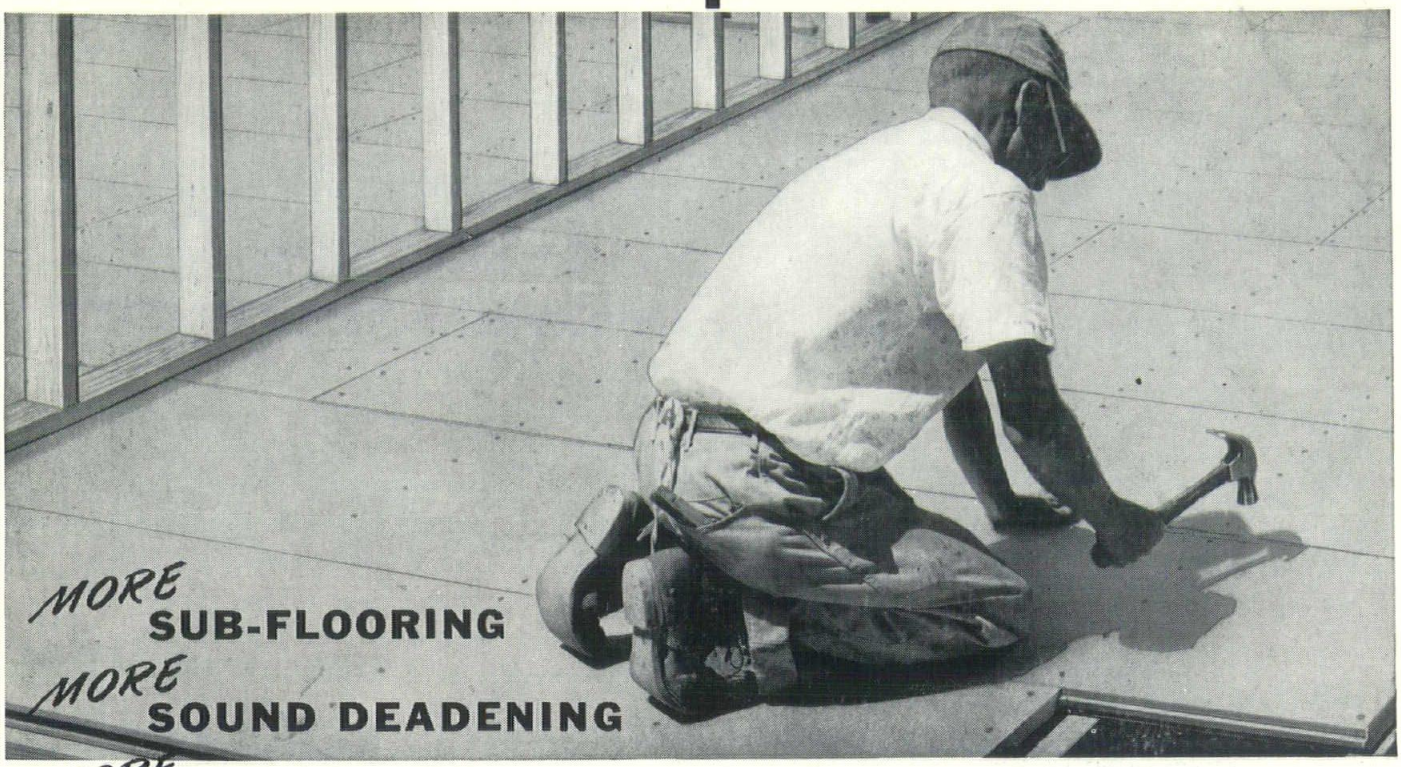
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40 Rector Street, New York 6, New York

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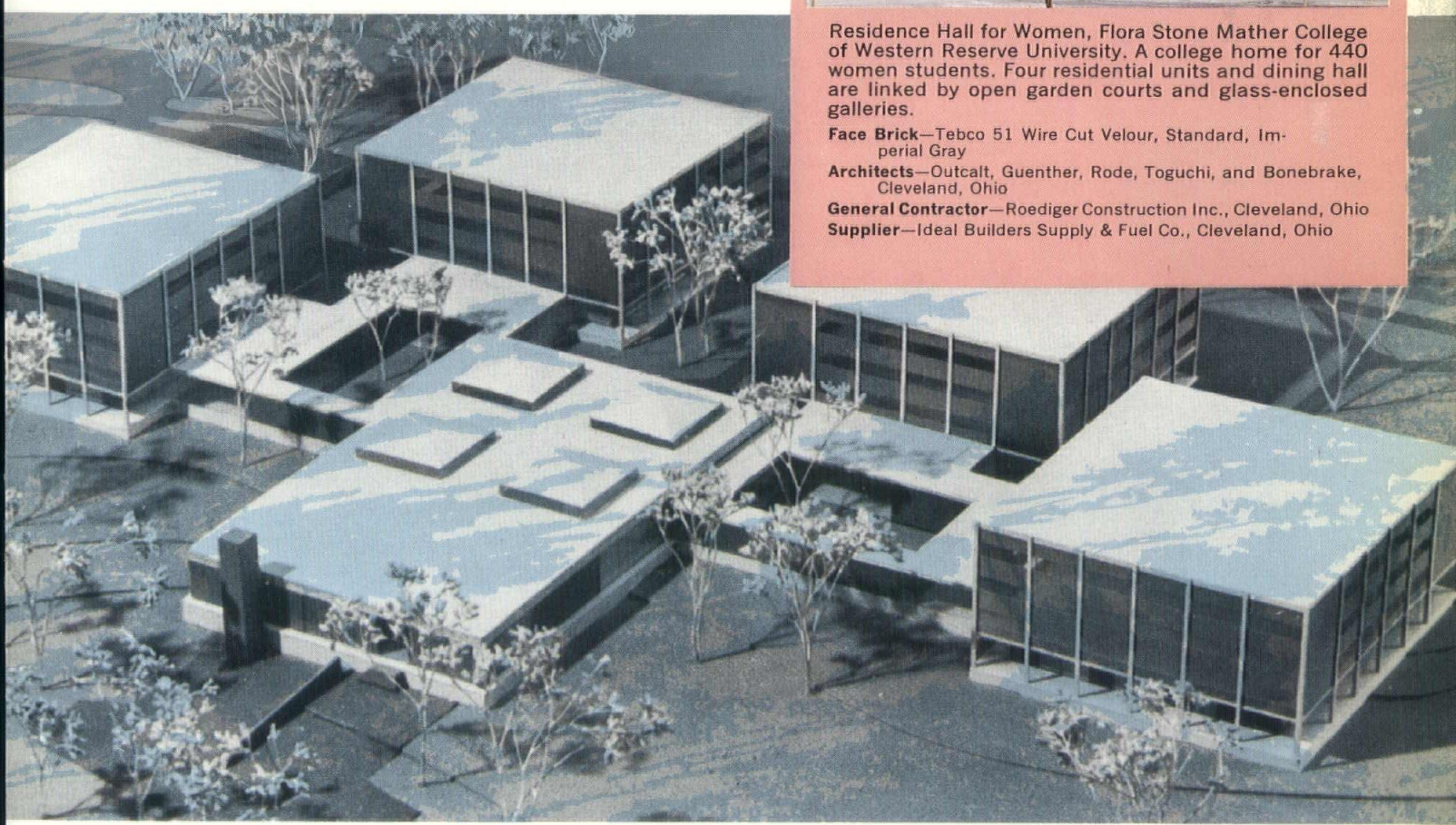
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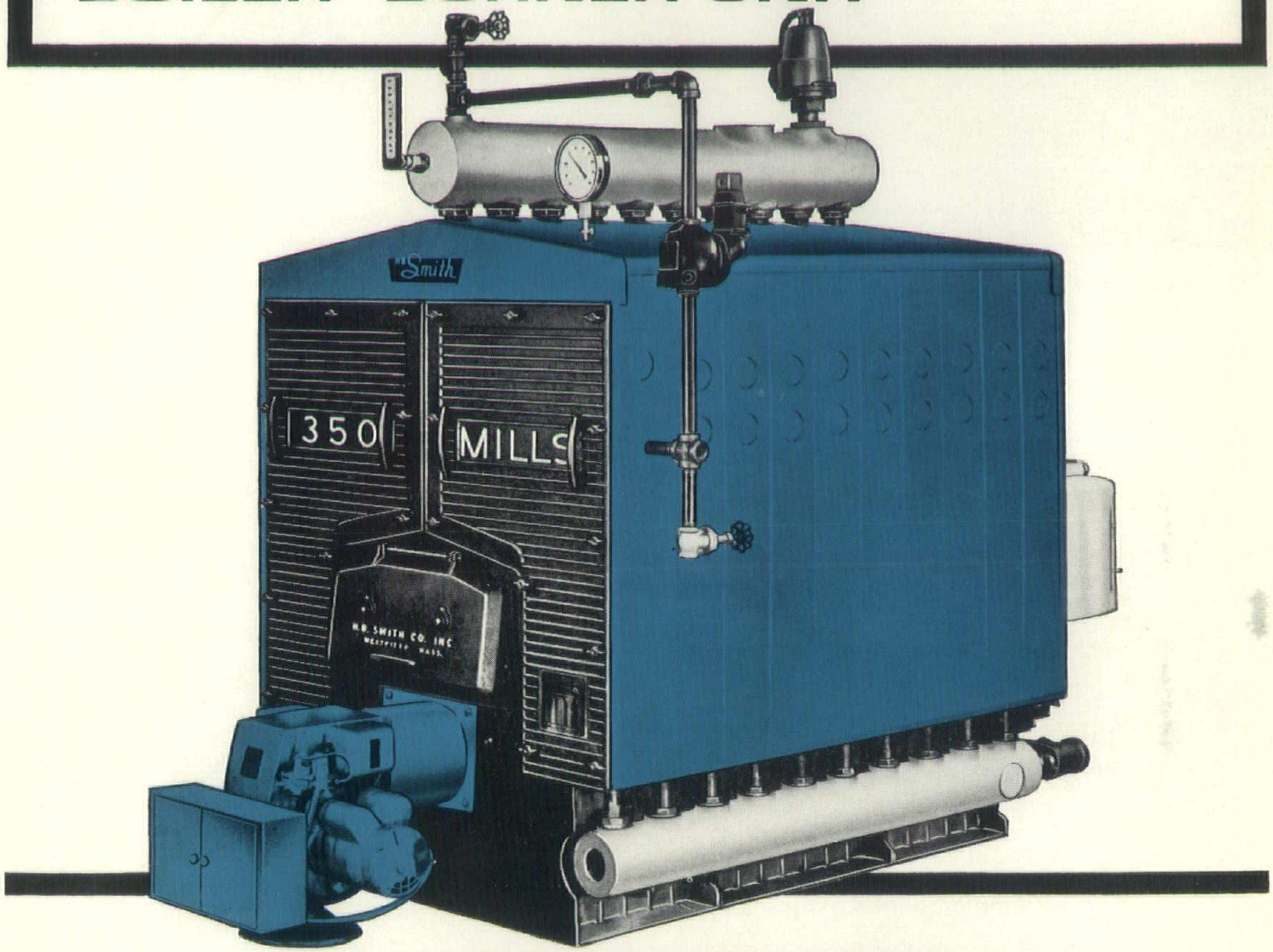
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MILLS "3500" FOR AUTOMATIC FIRING

BOILER-BURNER UNIT



QUICK RESPONSE FOR MODERN HYDRONIC SYSTEMS IN

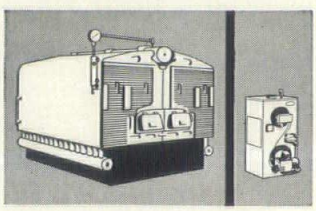
SCHOOLS ■ CHURCHES ■ APARTMENTS ■ INSTITUTIONS ■ COMMERCIAL BUILDINGS

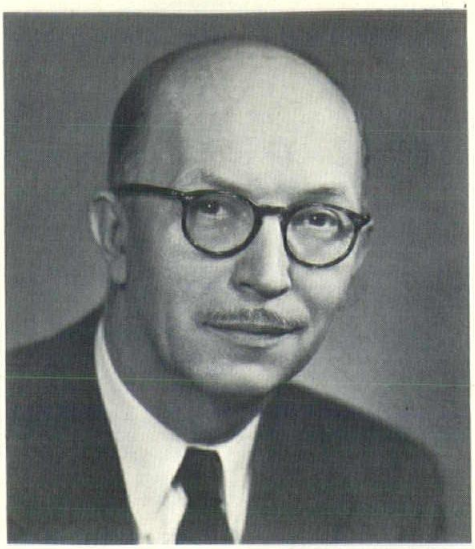
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Standard equipment includes: Engineered Pre-Cast Combustion Chamber, Flexible Return Yoke, Supply Header for Simplified Piping, Removable Panel Jacket, Specification Grade Instruments, Side Outlet Safety Valve, Pump Controller and Piping (Steam), Low Water Cutoff (Water), Complete Operating Trim — No Extras, Foundation Front High Limit Control, Operating Control, Factory Wired Panel.

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S. ELMER CHAMBERS

. . . from the president

This has been a challenging and, in many ways, a fruitful year for N.Y.S.A.A. I am sure that when you attend the convention this fall and hear the reports of the year's activities you will find it most rewarding. The Convention Site is new and convenient to reach, — the hotel is world famous, — the architectural and commercial exhibits newer and better, and the program is studded with events and speakers you will not want to miss.

Committee reports will reflect much faithful and intelligent work during the year. You will want to hear them, and you will have the privilege of voting on several matters of extraordinary importance to all the architects of this great state. Your active and constructive participation in these meetings will help you and your association.

While much has been done this year there are areas in which a great deal more needs doing, such as increasing the funds available for scholarships, to name one. I am sure that any individual, or office, or organization having funds that could be put to that use (and there aren't many finer uses) will find N.Y.S.A.A. a most efficient administrator of such funds.

Again I urge you to come to the Convention. Come — and Come Early, because one of the most important events is scheduled for the first afternoon. See and hear what has been going on this past year. Hear about plans for the future and suggest some of your own. Meet your new officers who will take over in January of next year and who I am sure you will agree have been well chosen to serve the organization faithfully and loyally.

At last year's installation at Whiteface Inn I said that any organization that would elect two left handed presidents in a row had a lot of courage, but that I thought it had much more than courage, — that it had a proud history and a tremendous potential for good.

Now, a year later, I am more than ever certain of it.

Advance Convention Program

SUNDAY - OCTOBER 20

2:00 P.M. REGISTRATION OPENS . . **Main Lobby**
HOSPITALITY LOUNGE OPENS . **TV Room**

3:00 P.M. MEETING OF NEW YORK REGIONAL COUNCIL AIA . . . **Night Watch Room**
Morris Ketchum, Jr., FAIA, Director of the New York Region, presiding.

3:30 P.M. to 5:45 P.M. PUBLIC RELATIONS SEMINAR **Night Watch Room**
Allen Macomber, Second Vice-President NYSAA, presiding. Mr. Robert Denny, AIA Public Relations Counsel, will speak on "The Small Office Public Relations Primer and How It Pays For Itself."

6:00 P.M. HOST SOCIETY COCKTAIL PARTY **Exhibit Area**
Ribbon-cutting and official opening of Exhibits. S. Elmer Chambers, President NYSAA, presiding; Mr. Burton F. Nowell, Jr., chairman Architectural Exhibits; Mr. Herman J. Jessor, chairman Commercial Exhibits.

7:00 P.M. DINNER . . . . **Main Dining Room**
Welcome by President S. Elmer Chambers. Guest Speaker: Mr. George A. Dudley, Dean, School of Architecture, R.P.I., and Trustee, New York State University Construction Fund.

9:00 P.M. ENTERTAINMENT BY GROSSINGER'S
Dancing **Terrace Room**

NOTATIONS

MONDAY - OCTOBER 21

8:00 A.M. BREAKFAST . . . **Main Dining Room**

9:00 A.M. REGISTRATION OPENS . . **Main Lobby**

9:45 A.M. to 12:30 P.M. SEMINAR—"The Efficient Architectural Office." . . . . **Night Watch Room**
Program Chairman — Richard Roth, AIA;
Moderator—Daniel Schwartzman, FAIA;
Panel — Henry L. Blatner, Eastern N.Y. Chapter
James D. Curtin, Central N.Y. Chapter
Fredrick M. Ginsbern, New York Society
Samuel M. Kurtz, New York Chapter
Milton Milstein, Buffalo - Western New York Chapter
Daniel Perry, Long Island Society Chapter

1:00 P.M. LUNCHEON—Informal **Main Dining Room**

2:30 P.M. to 5:30 P.M. SEMINAR CONTINUES **Night Watch Room**

6:00 P.M. COCKTAILS . . . . . **Exhibit Area**

7:00 P.M. DINNER . . . . **Main Dining Room**

9:00 P.M. ENTERTAINMENT BY GROSSINGER'S—
Dancing . . . . **Terrace Room**
Champagne Party

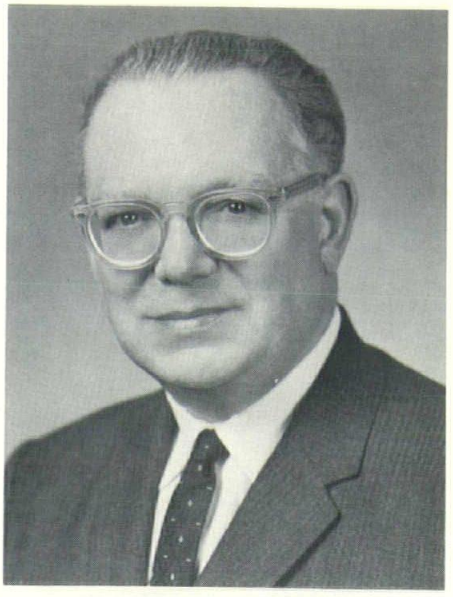
NOTATIONS

. . . from the desk of the convention committee chairmen

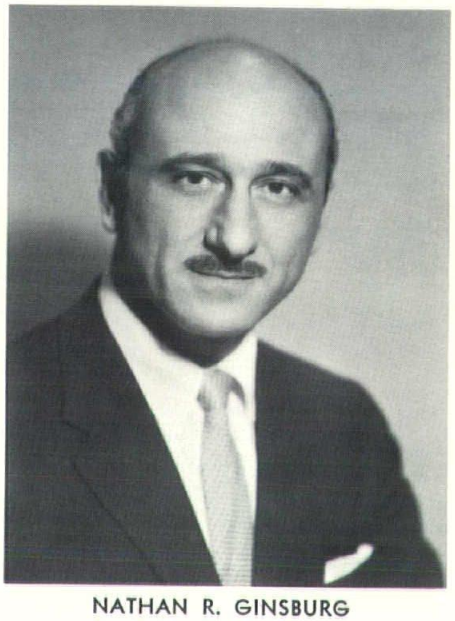
We could tell you how much we and the members of the New York Society Of Architects want you to enjoy yourselves. We could tell you that you and your guests are bound to have a fine time at the convention. We also could tell you how wonderful a place Grossinger's is. But we won't. These things you will discover for yourselves.

There is, however, one thing that should be said and that should be borne in mind. It is the reason for the convention . . . the reason that goes beyond the "let's get together . . . let's have fun" aspects which, while being an important part of the convention, are still only a part. The most important part and the real reason for a convention is to exchange . . . to exchange information — to exchange ideas — to exchange know-how . . . and in keeping with the theme of the convention, "The Efficient Office," the exchanges should be profitable.

Our committees have worked diligently toward this end. Programs and seminars have been arranged. Architectural and commercial exhibits have been set up. It is up to you to benefit from these exhibits as well as from your association with other architects attending the convention. There will be architects present from offices large and small, and each one brings with him his experience, his know-how, and his knowledge.



WILLIAM LUKACS



NATHAN R. GINSBURG

We urge you all to use the convention . . . use it as you would a text; for in all truth, it is a living compilation of countless bits of valuable information.

Sincerely,

William Lukacs
Nathan R. Ginsburg

LADIES: Grossinger's has arranged a full program of activities specially planned for your enjoyment. Please stop at the desk for complete information.

TUESDAY - OCTOBER 22

8:00 A.M. BREAKFAST . . . **Main Dining Room**
PRESIDENT'S BREAKFAST—for Presidents of Constituent Organizations **Special Table**

9:00 A.M. REGISTRATION OPENS . **Main Lobby**
HOSPITALITY LOUNGE OPENS . **TV Room**

9:30 A.M. to 12:30 P.M. OPENING SESSION — BUSINESS MEETING . **Night Watch Room**
President S. Elmer Chambers Presiding, assisted by First Vice-President, NYSAA, Simeon Heller.

1:00 P.M. LUNCHEON . . . **Main Dining Room**

2:00 P.M. GOLF TOURNAMENT on Grossinger's Private Course; special prizes by Grossinger's

2:30 P.M. to 5:00 P.M. SECOND BUSINESS SESSION **Night Watch Room**
President S. Elmer Chambers presiding, assisted by Second Vice-President, NYSAA, Allen Macomber.

6:00 P.M. PAUL GROSSINGER COCKTAIL PARTY **Terrace Room**

7:00 P.M. ANNUAL BANQUET . **Main Dining Room**
Master of Ceremonies, William Lukacs, Convention Chairman.
Matthew W. Del Gaudio Memorial Scholarship; C. Storrs Barrows, assisted by Percival Goodman, Awards Chairman.
New York State Concrete Masonry Association Scholarship Fund — Milton Milstein, Chairman Scholarship Comm.
Introduction of Guest Speaker: Mr. Morris Ketchum, Jr., FAIA.
Guest Speaker: J. Roy Carroll, Jr., FAIA, President of the AIA.

9:30 P.M. GROSSINGER ENTERTAINMENT — Dancing . . . . **Terrace Room**

NOTATIONS

WEDNESDAY - OCTOBER 23

8:00 A.M. BREAKFAST . . . **Main Dining Room**

9:30 A.M. to 12:30 P.M. FINAL BUSINESS SESSION **Night Watch Room**
President S. Elmer Chambers presiding, assisted by Third Vice-President, NYSAA, Millard F. Whiteside.

1:00 P.M. to 2:30 P.M. AWARDS LUNCHEON . **Main Dining Room**
John Nelson Linn, President New York Society, presiding.
Installation of New Officers by Mr. Morris Ketchum, Jr., FAIA, Director New York Region.
Presentation of Awards: Percival Goodman, Chairman, assisted by Burton F. Nowell, Jr., Chairman Architectural Exhibits, and Herman J. Jessor, Chairman Commercial Exhibits.
Drawings for various prizes.

END OF NYSAA CONVENTION

NOTATIONS

the new york society of architects

In 1906 New York City architecture and architects were under the heel of various agencies and departments, and the conditions under which the average architect strove to make a living were intolerable. There being no other group effectively working to better conditions, twenty-two Brooklyn architects determined to seek relief and obtain the status which their profession deserved. Despite their Brooklyn origin, they organized under the name of the NEW YORK SOCIETY OF ARCHITECTS. Perhaps they knew that a year later they would be incorporated and meeting regularly in Manhattan.

The organization, conceived with the idea of devoting its energies to matters affecting business and legislative interests of the architectural profession, had as its objective the promoting of mutual acquaintances and sociability amongst its members; the promoting of the business interests of its members and, despite opposition by other groups, worked to secure the legislation which now provides for the registration of architects and the establishing of an educational standard for future admission into the profession.

In 1911, the Yearbook was introduced and, with very few exceptions, has been printed annually ever since. Also in 1911, the treasurer reported a balance of $539.00, such a large sum that the dues were reduced from $12.00 to $6.00.

During the following years, most of the work of the Society was confined to checking up on unregistered architects, activities in Albany, and the usual consultations with city agencies necessary to insure their effective cooperation.

In 1961 the Junior League, forerunner of the present junior membership, was organized.

An awards committee was initiated in 1939 to evaluate the curriculum of the architectural schools in the area and to award "tokens of recognition for work in building construction and architectural practice among college students."

In 1936-1937 the Society was the leading proponent for the formulation of, and the eventual adoption of a new building code which was signed by the mayor and became law in December, 1937.

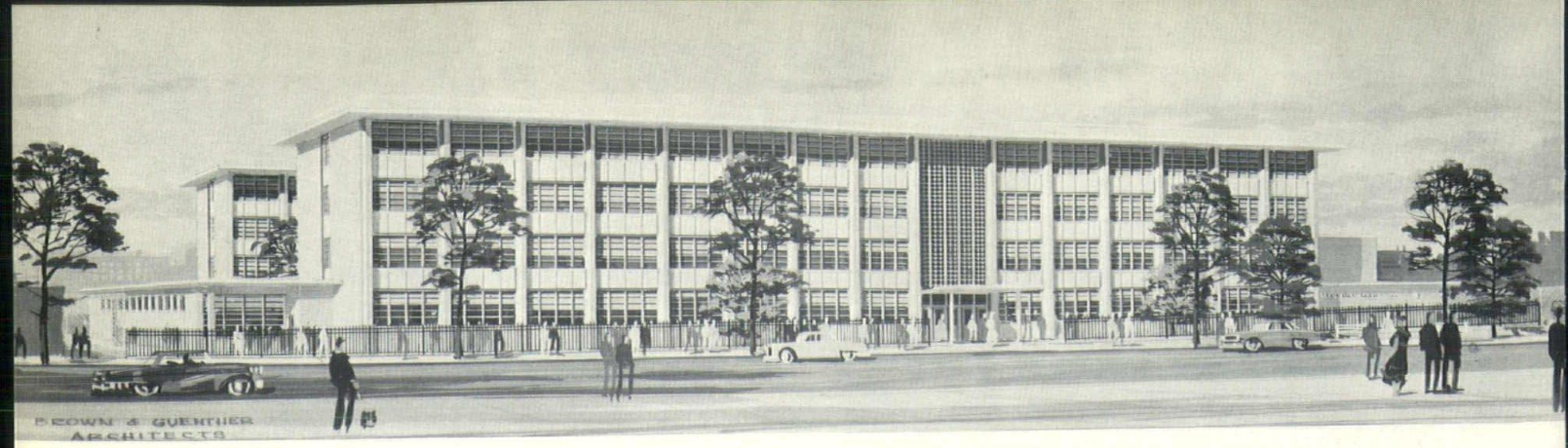
When World War II erupted, many of the Society's members joined the Armed Forces and the Society as a whole took part in many phases of war work. After the war the Society was kept extremely busy with local and state legislation.

In 1949, the Sidney L. Strauss Memorial Award was established. Each year the award is made to an architect, or other person, who has given outstanding service for the benefit of the architectural profession.

Today, the Society has a roster of 600 including members from Burma, Czechoslovakia, Honduras and Russia.

The Society's present goals include the modification of the present Zoning Resolution, the revising of the Multiple Dwelling and Multiple Residence Laws and the tightening of the architectural registration laws to bring the filing of smaller buildings under the architect's jurisdiction. The Society has worked and will continue to work diligently for the betterment of the profession and the community it serves.

projects by members of the new york society of architects



junior high school 145

BRONX, NEW YORK

Arch., Brown & Guenther

New York, N.Y.

Because of a large flat site traversed by an abandoned street carrying live utilities, it was necessary to plan a compact structure on a small portion of the total area. This made it possible to include a public playground.

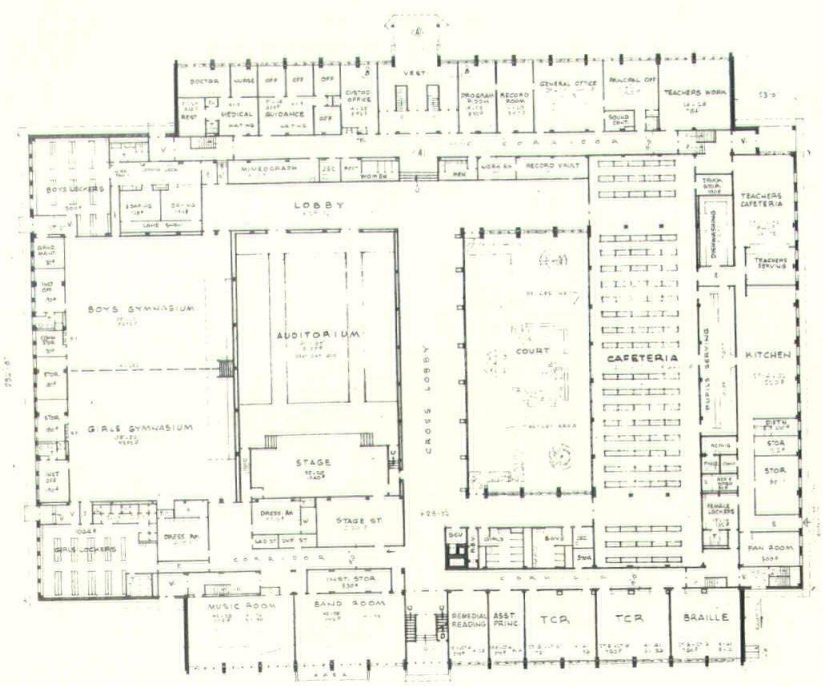
The school will house 1,800 students in a total of 39 standard classrooms, 10 shops for activities such as woodworking, art and metal work, and 18 special classrooms for such subjects as science, music and typewriting. Facilities will also include a cafeteria seating 600, an auditorium, and a gymnasium.

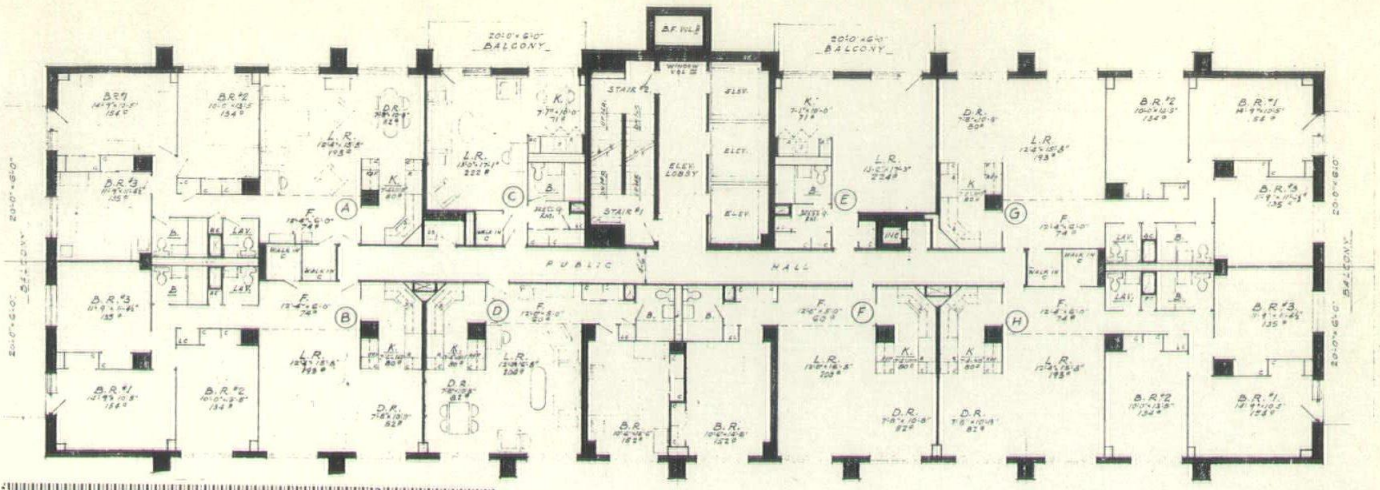
To get away from street noises, regular classrooms of the school will be concentrated on the fourth floor and in one wing of the third. Six science classrooms and the science laboratory and preparation room will be grouped in the science wing of the third floor.

The second floor will be devoted to shops, special classrooms and the library.

The cafeteria, on the first floor, is planned with two entrances so that students streaming down from the two wings of the school will not crowd into a single area. A glass wall will provide views to a landscaped interior court. The cafeteria, gymnasium and the auditorium will be used after hours for community activities and are placed to provide direct access.

The building will be made up of two parallel four-story wings connected by a corridor link, the height of the structure. It will have a series of brick piers of buff face brick which will project 20 inches and rise the full four stories.





bridge apartments

NEW YORK, NEW YORK

Arch., Brown & Guenther

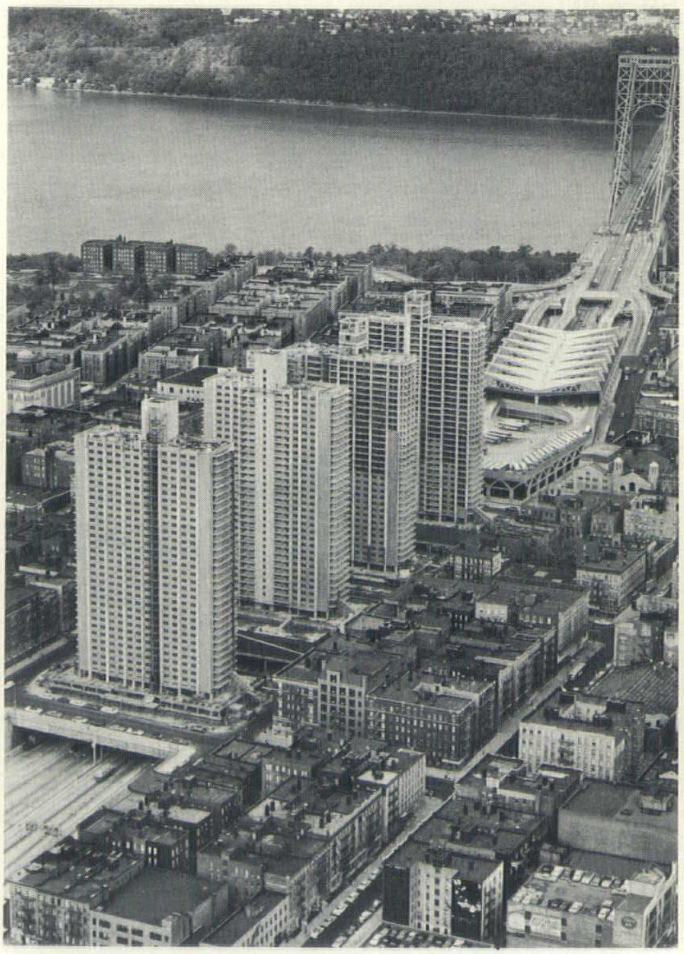
New York, N.Y.

Four 32-story buildings containing 960 middle income apartments will be built in the air rights over the new George Washington Bridge Expressway. They are the first high-rise apartments in the state to use aluminum curtain walls; more than 600,000 pounds of Alcoa aluminum in two colors, will be used. The vertical design of the structures will be emphasized by a series of specially coated concrete columns which project two feet beyond the building walls thereby increasing the interior space.

The first floor of each building will constitute a huge platform covering about two-thirds of the site area of 2.98 acres and will contain entrances, lobbies, tenant storage, professional suites and parking for 240 cars. Included in the plans for one platform is a public playground which will be developed by the sponsor and ceded to the New York City Department of Parks for the use of the entire neighborhood. Four rows of steel plate girders, each ten feet deep, support each of the platforms.

The second or loggia floor, will have a central core containing tenant and community facilities and open areas will extend onto deck space for tenant use.

The apartments will start about 60 feet above the expressway. Three hundred and sixty of the units will be two-bedroom units; 480 will be one- and three-bedroom units and the remaining 120 will be efficiencies. The development is being built under the Limited-Profit Middle-Income Housing program of the State of New York.

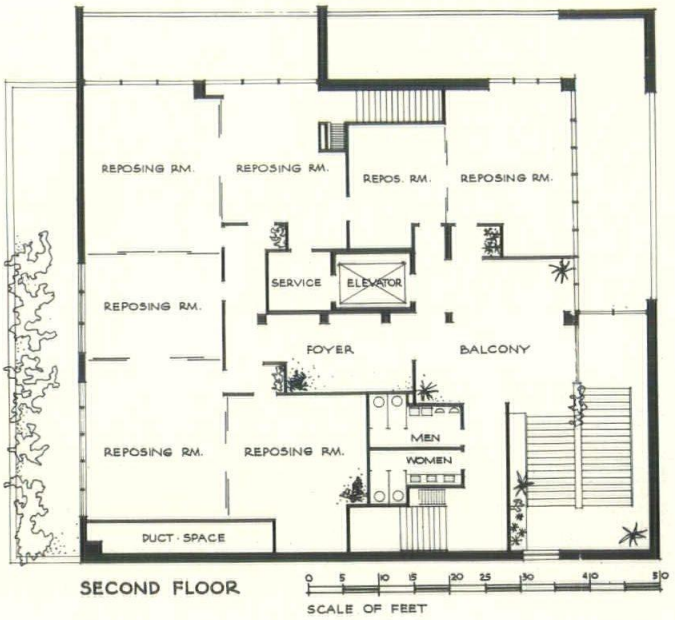


parkside memorial chapels

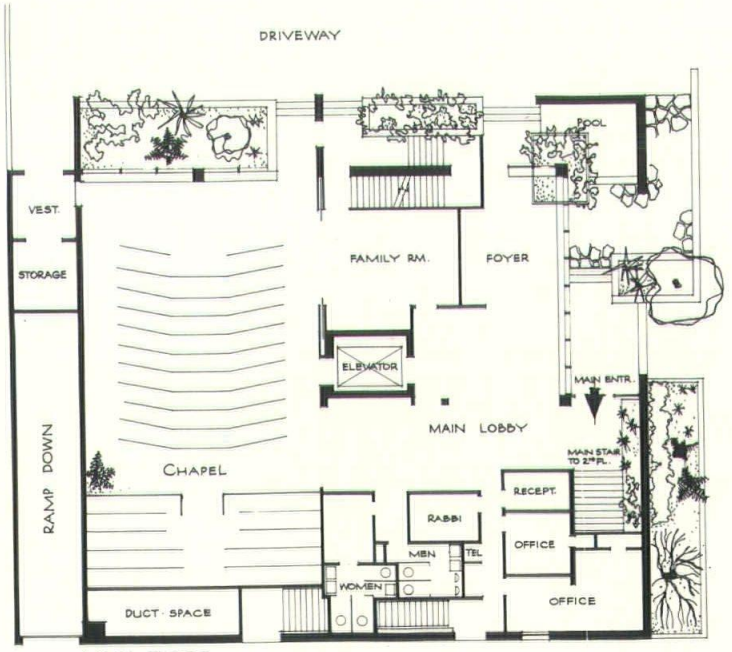
NEW YORK, NEW YORK

Arch., Henry Sandig

New York, N.Y.



SECOND FLOOR



MAIN FLOOR



The building contains a chapel seating 250 persons, ten reposing rooms, and professional facilities.

The design goal of this project was three-fold: to permit the entry of light into the interior spaces and allow views to the outside; to create a feeling of dignity, calmness, comfort and warmth in the interior spaces and to segregate the public from the professional traffic as completely as possible.

The first goal was achieved with the use of a screen wall. The specially designed exterior facing and the screen wall, as well as a matching relief are of pre-cast concrete with an exposed quartz surface. The symbols are carried into the interior and repeated in specially designed ceiling tiles and in the wall treatment. Contemporary paintings and sculpture, comissioned for this building, and a massive bronze and stainless steel fountain are enclosed within the walls of the garden court and provide pleasant views from the interior.

Informal public spaces, reposing rooms which have been designed along the lines of residential living rooms, and the extensive use of sculpture and paintings add to the general feeling of calmness.

In the second floor public spaces there is a large presentation of abstract paintings and symbolic sculpture which gives the spaces a gallery-like feeling. Investigation has found that psychologically this treatment has been very successful in similar establishments.

The plan shows how the traffic between visiting public and family, and the staff has been segregated. It is very important that there be no chance of unauthorized persons having any contact with, or view of, the professional activities of the establishment.

The building originally on the site, was a one-story automobile showroom with a garage. The structure was in excellent condition and the foundation and footings were saved wherever possible.

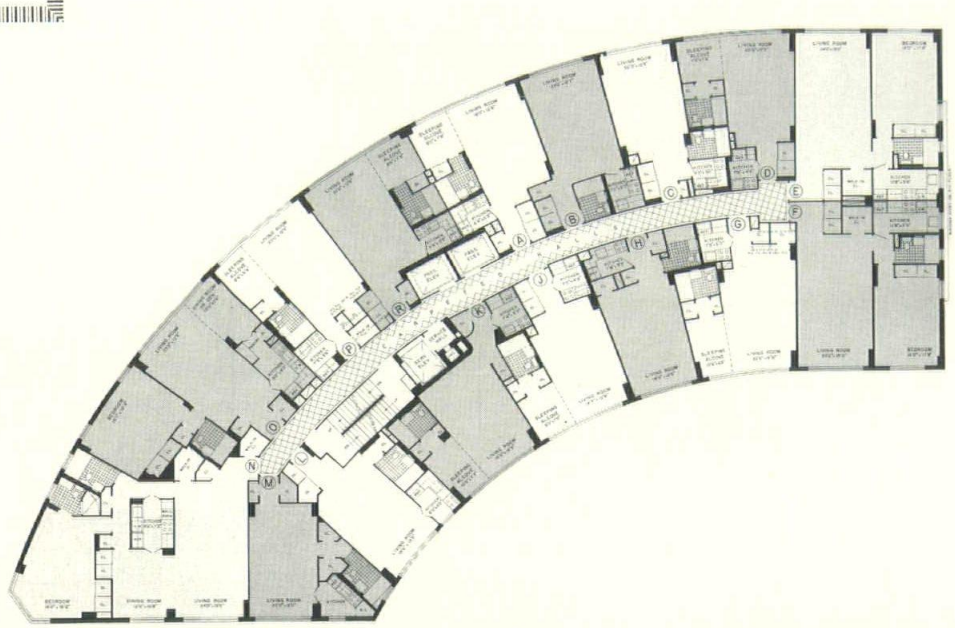
The building has a fully automatic heating and air conditioning system throughout, with the main plant and compressors placed under the existing ramp. This ramp leads from a side street down to the operational and service area and is completely separated from all other parts of the structure.

parker crescent

NEW YORK, NEW YORK

Arch., H. I. Feldman

New York, N.Y.



The problem was the design of an apartment building on an irregular plot. The rear of the plot is a continuous curve formed by the approach to the Midtown Tunnel. Few buildings have been built fronting on a similar right of way, and the laws determining the status of rights of way are not clearly defined.

This plot was considered as having 36th Street frontage. This limited the height of the building to twelve stories and penthouse. At first the usual pattern of designing such a building was followed, placing the yard in the rear on the curve. After consultation with the Department of Buildings, with reference to the site plan, it was determined that a letter from the Triboro Bridge Authority would be necessary, giving permission to legally light and ventilate those rooms in the portion of the building fronting on the right of way. This led to an investigation of the records in the Department of Buildings and discovery of the fact that several years ago a corporation council had rendered an opinion that the right of way of a "Public Authority" was the equivalent of a city street.

With this information in mind the building was reversed and was fronted on this right of way, following the curve of what was formerly regarded as a rear lot line. The "front" area of 36th Street was planned as a large entrance garden. This would be an asset not only in the design of the building but would also help the lighting of 36th Street for this building as well as neighboring buildings. The new plan was submitted to the Board of Standards and Appeals for a variation which was subsequently granted and sustained by the courts.

The investigation of all answers to the problem, possible within the framework of the governing codes, brought benefits to both the client and the community. The client gained a twenty-one story building instead of a twelve-story building, and the community gained some open space.

The apartments are proving extremely popular with the renting public even though New York City is suffering from an over-production of apartments. Although not fully complete at this stage, the building is close to ninety per cent rented with every indication that by the time the final Certificate of Occupancy is issued it will be one-hundred per cent rented.


PARKING

ciba pharmaceutical company office and cafeteria buildings

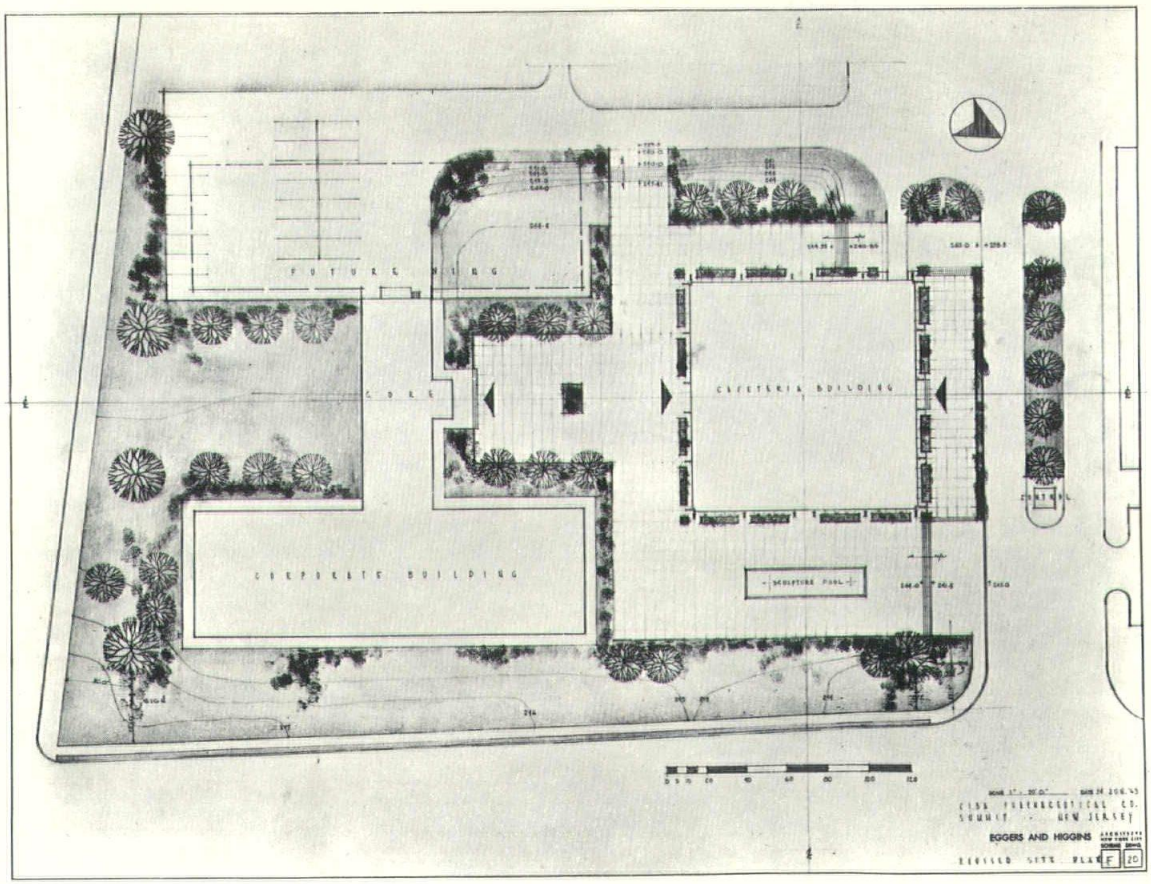
SUMMIT, NEW JERSEY

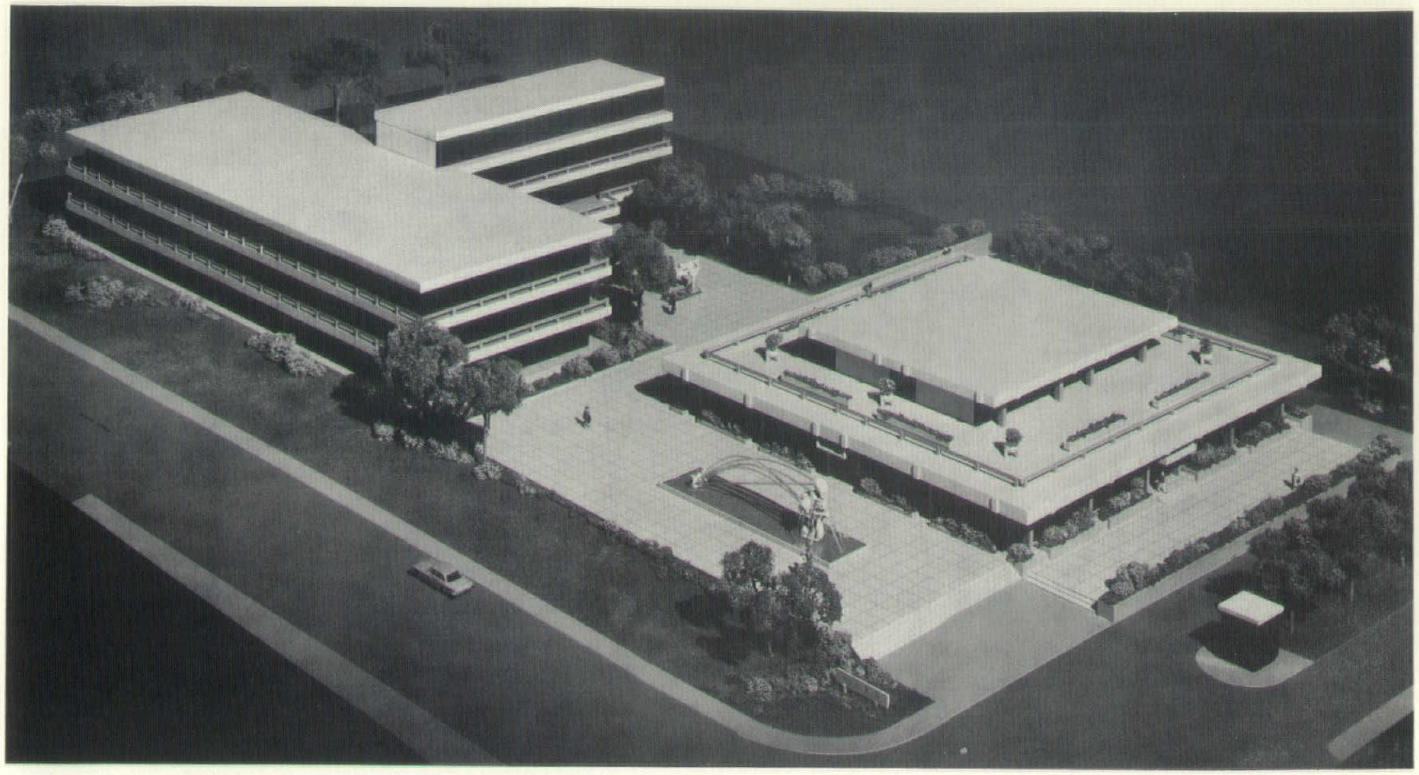
Arch., Eggers & Higgens
New York, N.Y.

This proposed office building is a horizontally accented structure with each of the three floor levels expressed on the exterior elevation. This is done by projecting the floor slab beyond the continuous tinted glass window walls. The overhang, acting as a sunshade and facilitating exterior maintenance, is accentuated by long concrete panels which have a marble aggregate finish. The rectangular columns supporting each slab level are also expressed on the exterior of the glass walls.

Each of the office floors contain 12,000 square feet of clear open space which can be divided and subdivided as conditions require.

The core area contains the lobby, vertical and horizontal transportation facilities (corridor, stairs, elevators), the mechanical spaces and the rest rooms. The core has been designed to leave the office spaces as open as possible and to allow 100 percent expansion of the office space.





The proposed Cafeteria Building has been designed with a large dining area and food service section at plaza level, and will be located in a plaza adjacent to the main entrance.

A flexible dining area on a setback second floor will be surrounded by a terrace.

In order to achieve maximum flexibility, both buildings have been designed on a five-foot module. The structural frame of the building is of re-enforced concrete with uniform columns supporting uniformly eight inch thick re-enforced concrete slabs. Both buildings will have a dual duct air conditioning system. The lighting system has also been designed on the five-foot modular system.

The exterior window walls will be of tinted glass set in neoprene gaskets, supported in aluminum frames which will have a statuary bronze finish.

Landscaping has been designed to relate the buildings and to define the drives, parking and pedestrian areas. A fountain with reflecting pool and sculpture will be located between the two buildings.

330 madison avenue

NEW YORK, NEW YORK

Arch., Kahn & Jacobs

New York, N.Y.

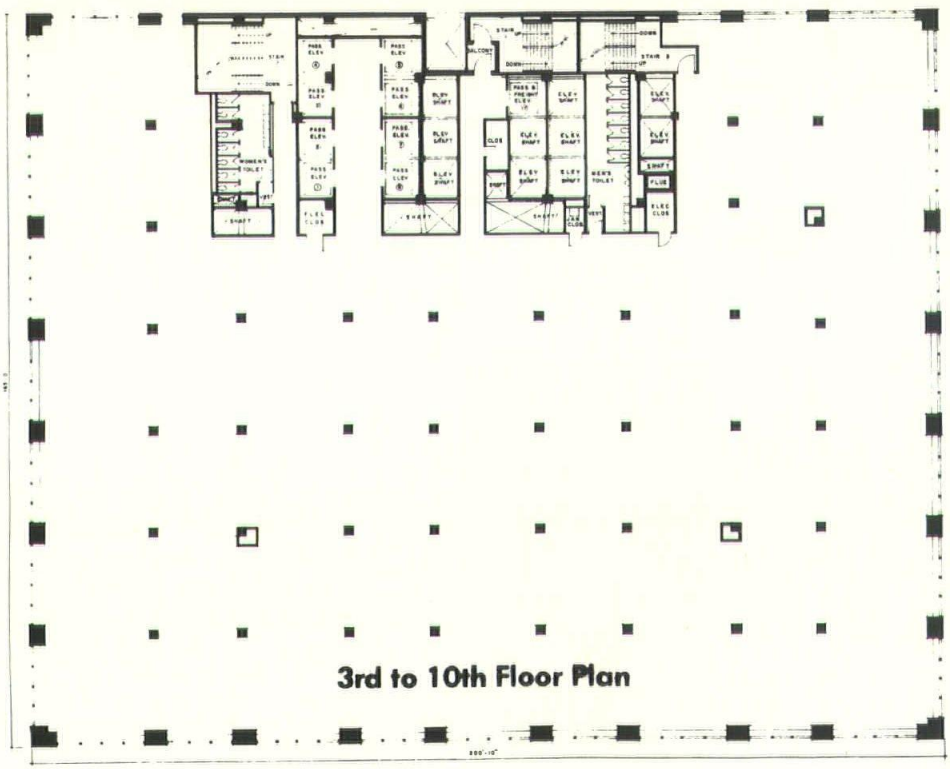
A wide open floor plan offering tenants great flexibility of office lay-outs has been developed for this 41-story office building. The building, now rising on the 33,000 square foot site, will contain a total of 793,000 square feet of floor space.

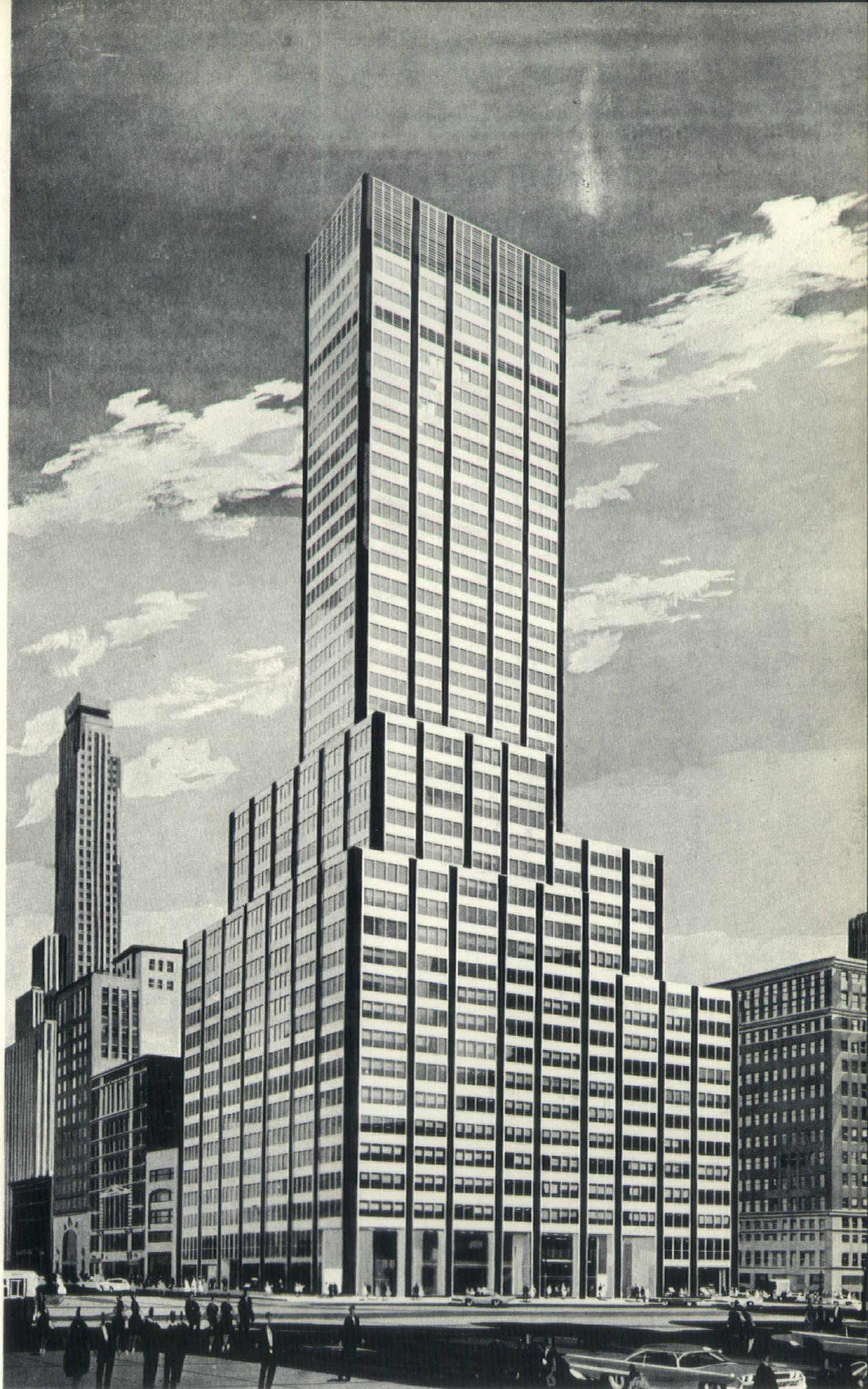
By placing the "utility core"—elevator banks, stairwells, lavatories and utility service lines — at the rear of the building line, the floor areas have been freed for a great variety of treatments. A wide open plan is particularly practical for companies which need large bull-pen areas. The window module of 4 feet 9 inches makes possible office lay-outs of 9 feet 6 inches and larger, in multiples of 4 feet 9 inches.

The open floor plan was a prerequisite of the First National City Bank, which has taken 38,778 square feet in the building, including 10,885 square feet of ground floor space on the corner of Madison Avenue and East 42nd Street for its newest branch. The bank particularly wanted its ground floor space unbroken.

The exterior features a combination of aluminum spandrels and projecting mullions with black masonry piers. The building will be completely air conditioned by peripheral and interior zone systems the year 'round. Elevator service will be provided by seventeen automatic high-speed cabs.

The site is of special historical significance to the First National City Bank because, it was there in the former Manhattan hotel, that the bank established its first branch office in 1921 and its personal credit department in 1928. The hotel was acquired by the bank in 1918 and converted into an office building.





pan-american building

NEW YORK, NEW YORK

EMERY ROTH & SONS
Architects
850 Third Avenue, N.Y.C.

W. Gropius T.A.C.—P. Belluschi
Design Consultants, Boston, Mass.

James Ruderman
Structural Engineer, N.Y., N.Y.

Jaros, Baum & Bolles
Mechanical & Electrical Engineers
New York, N.Y.

Michael Kodaras
Acoustical Consultants
Long Island City, N.Y.

Lighting by Feder
Lighting Consultants
New York, N.Y.

Photography:
J. Alex Langley



Owing to the unusual nature of the Pan Am Building and its unique size and location, much went into its planning and realization that is not readily apparent from a surface view. There were, for example, unparalleled engineering problems. Two of the more noteworthy may be considered in some detail. These are the design and construction of the steel framework and the Mo-Sai sheathing for the facade.

Although numerous buildings have risen over railroad tracks, construction of the Pan Am Building marked the first time that a structure rose directly over a passenger terminus. This greatly complicated erection of the steelwork. In addition, the steel had to straddle two levels of track and go in with minimal disturbance of commuter service.

Some 200 existing steel columns that supported the 6-story terminal office building, which was demolished, were combined with ninety-nine new columns set into bedrock fifty-five feet below the street.

The 200 existing columns, providing underground support for the base section of the building, were shorn off at street level. New steel rests on the stumps of the old members.

The new columns, each sixty feet long and weighing between twenty-two and forty tons, support the tower and other areas.

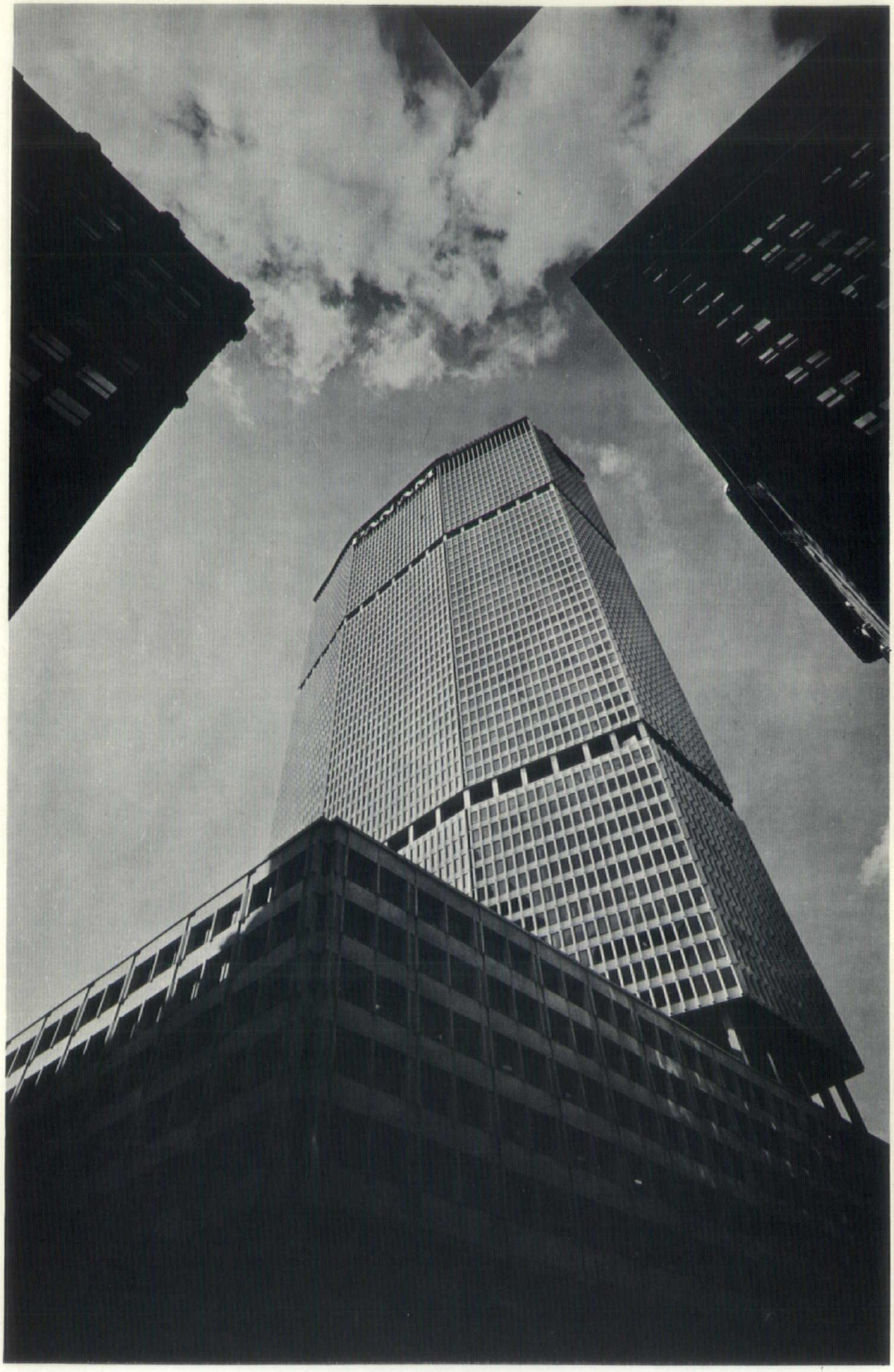
The slab of the former office building at street level was left intact to provide a protective umbrella for the railroad structure below. A reinforced deck of steel girders, planked over by heavy wood timbers, was placed atop the slab temporarily to accommodate off-street deliveries of steel and other materials.

Three derricks were used to erect the 808-foot-high tower. Four additional derricks were employed to erect the broad 10-story supporting base section.

In setting the new 60-foot columns, the derricks lowered them through small holes cut in the roof of the train room. They passed through similar openings cut in each of the train levels and were anchored to grillages below the tracks. The grillages consist of a series of I-beams about ten feet long surmounted by a foot-thick steel block 6x5 feet. The grillage assemblies are topped with a brace of splice plates and weigh as much as fifteen tons.

Special pads of lead, asbestos, and sheet metal were inserted between the grillages and the columns to eliminate vibrations from the trains.

Between five and seven columns, spotted between existing columns extending over 24 tracks, were set each day. As an example of the delicate nature of the operation, steel crews set columns within inches of third rails. The lack of elbow room is further illustrated by the fact that columns 18½ inches wide and encased in 2 inches of fireproofing concrete rose through clearance lines of only 24 inches.



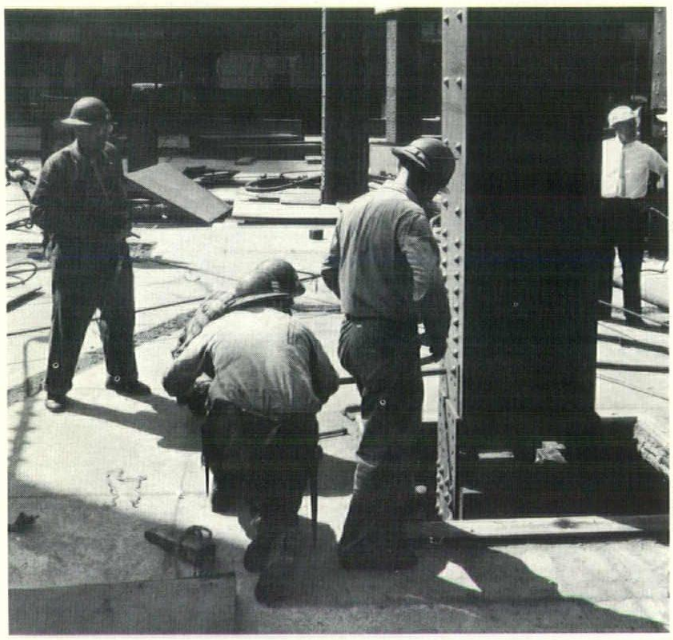
Steel erection entailed special logistical arrangements to minimize interference with the New York Central and New Haven Railroads. Although several tracks were taken out of service while steel was lowered through the railroad structure, steelwork was done on a two-shift basis, with underground work accomplished largely at night.

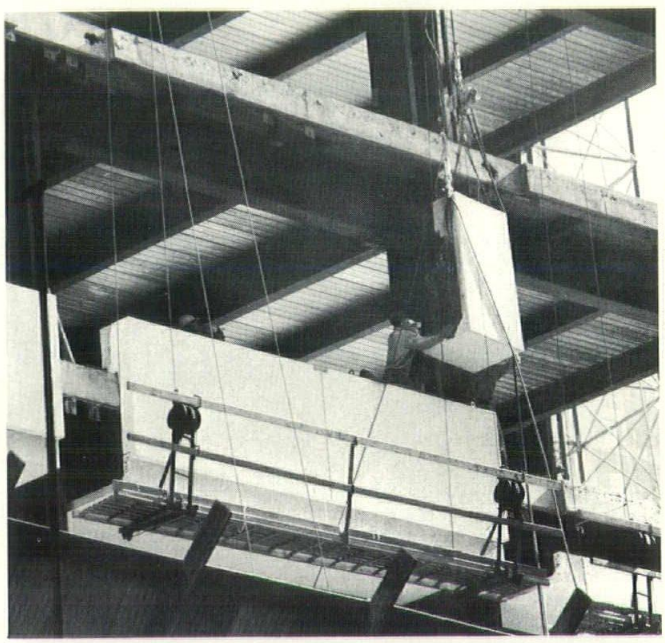
The heavier columns were moved to the site by trailer truck, while the smaller members were ferried across the Hudson River on flat cars aboard barges and dispatched to the site by rail.

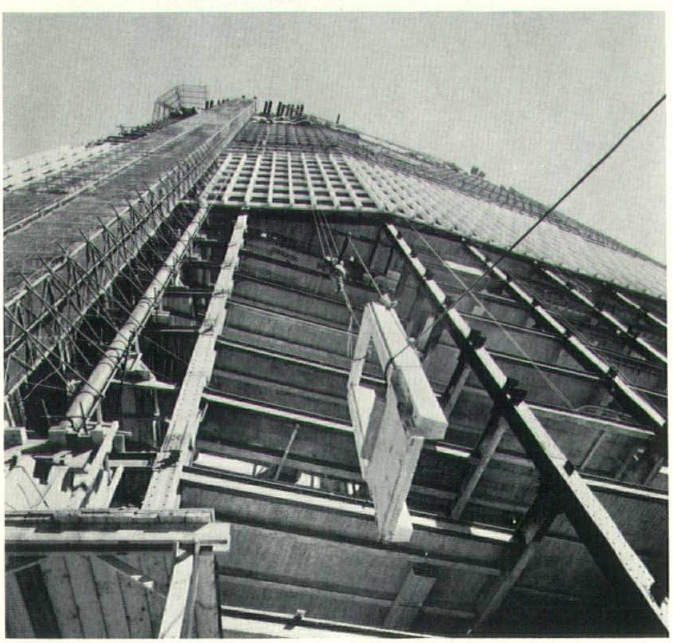
The steel-erection plan called for column spans as long as thirty-two feet bridging the tracks. This eliminated intervening load-bearing members.

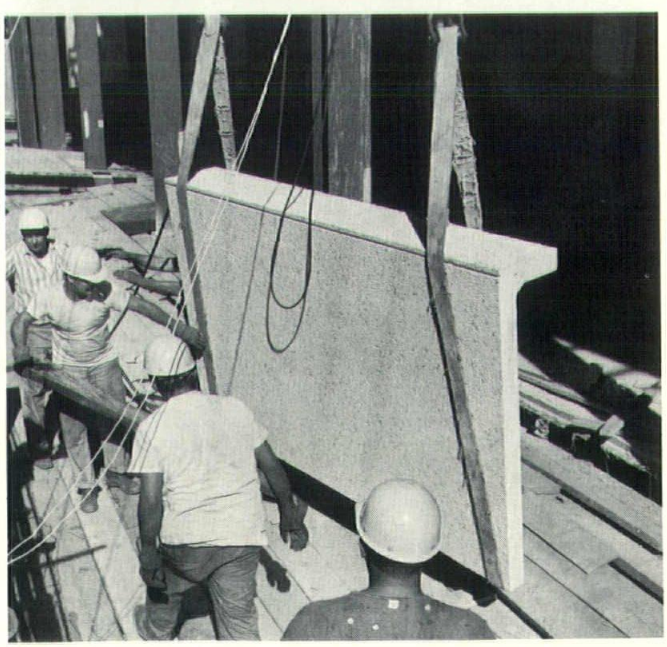
The selection of the Mo-Sai panels for the tower of the Pan Am Building afforded freshness of design and freedom of architectural expression in color, shape, and form. Essentially each of the 9,000 panels, made of pre-cast exposed aggregate concrete and having a rough face, is the framing for a window four feet wide and eight feet high. The panels are six feet wide, 13'8" high, and weigh 3,500 pounds each.

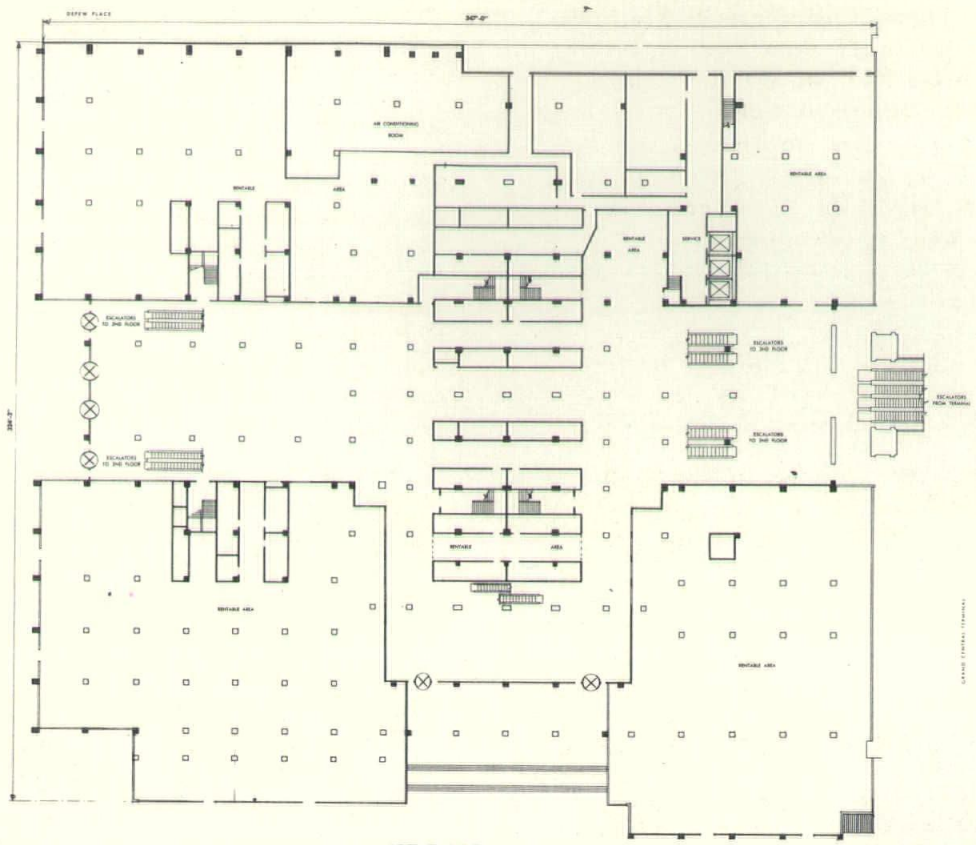
The panels, complementing the Pan Am Building's octagonal shape and its emphasis on the interplay of light and shadow, are eggshell in color and contain a quartz aggregate raised to the surface to give a dense crystal-like facet. The textured exterior, casting a variety of reflections, is designed to lend sparkle to the building's facade. This is accentuated as sunlight moves around the perimeter. The plane surfaces of the Mo-Sai are broken by mullion sections projecting out thirteen inches from the spandrel area of the panels to give a rib-like effect to the facade.





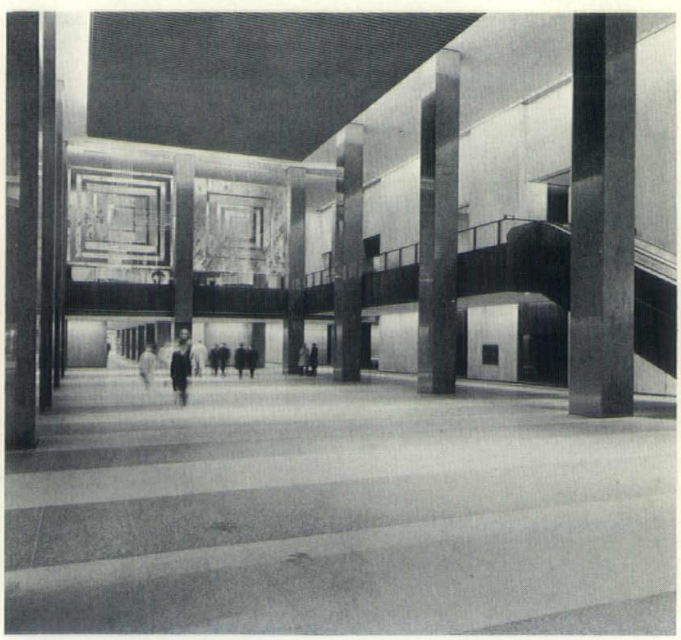






1ST FLOOR





NYSAA CITATION PRESENTED TO NATHAN R. GINSBURG



A Resolution of Appreciation
to
Nathan R. Ginsburg

SPONSORED BY: THE NEW YORK CHAPTER, AIA

Whereas, the public-spirited concern and interest in the development of New York City's Manhattan Civic Center area expressed and actively pursued by Nathan R. Ginsburg has induced the admiration and appreciation of the New York Chapter,

Therefore, be it

Resolved, that the NYSAA recognize and applaud his vigilant efforts and commend his unselfish and professional activities in this major architectural development in our city.

Adopted by the Convention by Acclamation,
October 13, 1962
NEW YORK STATE ASSOCIATION OF ARCHITECTS, INC.

S. Elmer Chambers
President

One of the highlights of the Annual June Party and Buffet Supper of the New York Society of Architects, held at the Hotel Astor in New York on June 11, 1963, was the formal presentation to the Society's Past President, Nathan R. Ginsburg of a Citation from the NYSAA for his "public-spirited concern" and "professional activities" on behalf of the major architectural development of New York City's Manhattan Civic Center. The Citation was signed by NYSAA President S. Elmer Chambers of Syracuse, N.Y. Joseph F. Addonizio, Executive Director of the State Association, made the presentation on behalf of President Chambers, who was unable to attend.

Entitled, "A Resolution of Appreciation to Nathan R. Ginsburg", the Citation was sponsored by The New York Chapter of the American Institute of Architects at the NYSAA Annual Convention held at White Face Inn, Lake Placid, N.Y., on October 13, 1962 and was adopted by acclamation of the Convention.

Mr. Ginsburg is a Past President of the New York Society of Architects; a Director, and Chairman of the Civic Center Committee, of the Architects Council of New York City; a Director of the NYSAA and a Founding Director of the New York State Association of the Professions.

CPM scheduling for architects

(Reprinted From Architectural and Engineering News - 1963)

by Gustave R. Keane AIA*

Critical Path Method scheduling, despite its brief, six-year history, has made considerable progress in its acceptance by the building construction industry. In the notes on this page and in the chart overleaf, CPM is for the first time applied directly to scheduling operations in the architect's office. Readers may adapt it simply to procedures in their own offices.

What is CPM?

When two or more simultaneous operations originate with one event and lead to another event, that operation taking the longest time is critical. A project consists of a series of successive events. The longest path through the series is known as the critical path. Any delay along this path of critical operations will lead to a delay in the over-all completion of the project. When resources are applied, they are necessarily applied at the critical path.

Graphically, CPM consists of three phases:

Phase I: the Network Model or relationship of sequences.

Phase II: the Schedule which superimposes duration times over the network for each separate operation. It determines which operations are critical, simultaneously determining the float, or spare time, on the remaining operations. Most CPM applications in the construction industry and in the example presented here stop at this point.

Phase III computes the results of time-cost variations. It permits determination of the least cost for any given project duration; or the least project duration together with the resulting costs; or any number of variations of the above. It also gives critical and so-called 'crash' times operations required for any of the variations. It is this phase which in practice requires use of the computer; however, even omission of this phase retains most of the advantages of CPM.

Although CPM is the most common method, the reader may from time to time run across other titles, such as PERT (Program Evaluation Review Technique), PERTCO (PERT/Cost), LESS (Least Cost Estimating and Scheduling) and PEP (Program Evaluation Procedure). These systems have a common base and vary only in details.

What is the purpose of CPM?

Before discussing operation of the chart, let us review briefly the aims of CPM. CPM is a management tool whose purpose is:

a) To assure that the scheduler thinks through all the various operations of a total project and the time relationships of individual operations one to one another.

b) It pinpoints those operations as critical which must be finished within assigned times if the total project is to be completed at a given time.

c) It shows the number of spare days that the non-critical operations possess making it possible to adjust their duration to the convenience of the project. These spare days are known as 'float'.

d) It shows the most economical scheduling for each operation for varying completion dates ('normal' versus 'crash' programs). This in turn makes it possible to select a desirable optimum completion date.

e) It can assess the precise time and cost effect on a project due to changes in the work, strikes or other forced work stoppages.

f) It has a salutary effect in that it discourages procrastination, delayed decisions or second-guessing.

What the chart shows *(next page)*

The complete chart shows:

1 A graphic flow diagram of the administrative path of a school project on its way through an architect's office.

2 A precise time schedule for each operation, showing clearly which operations are critical to the scheduled final completion; and a precise accounting of time components making up the elapsed time. This makes it possible to review with the owner desirable occupancy dates and to 'crash' certain parts of the program at greater cost.

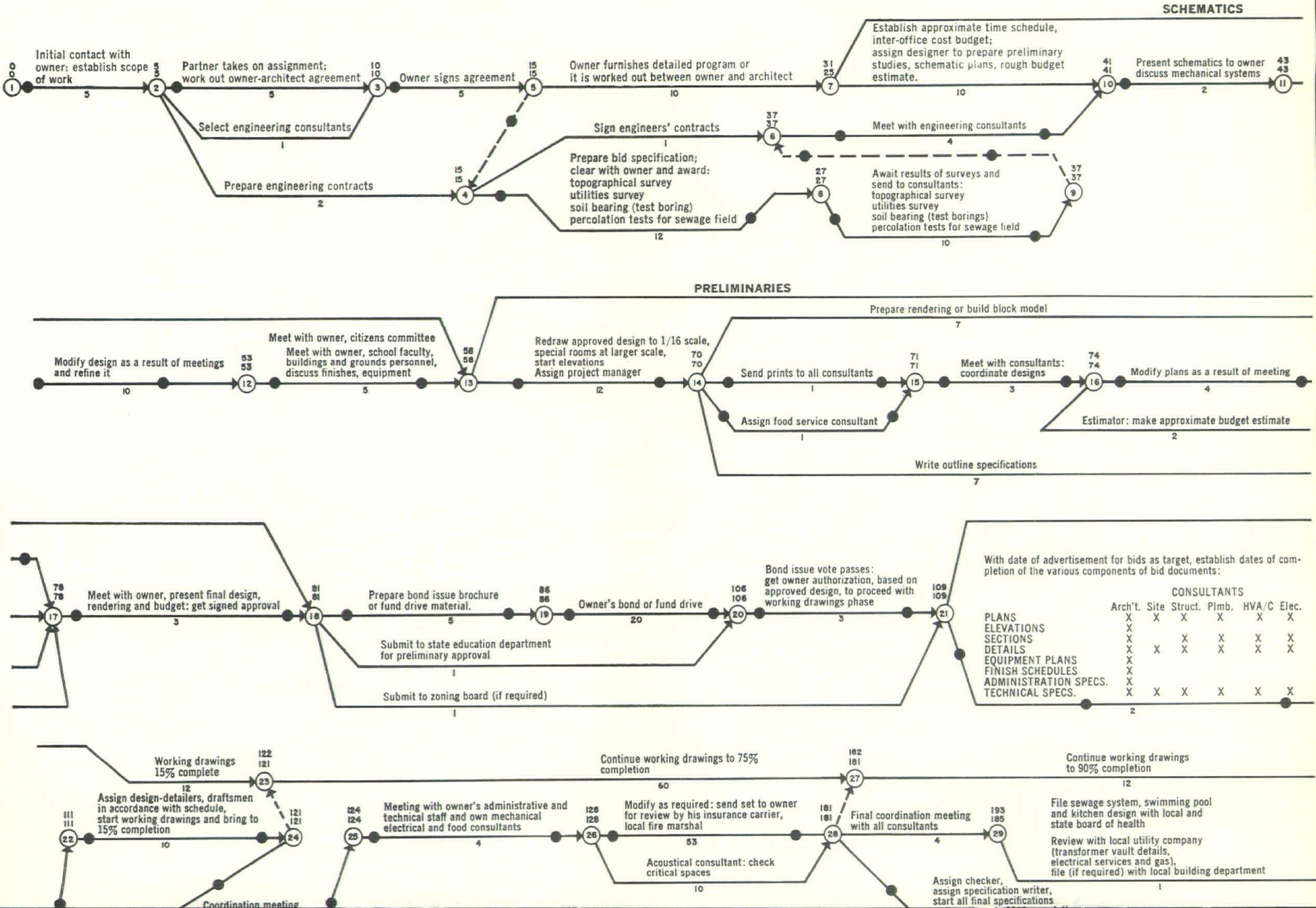
3 A comprehensive check list of all required events and their precise timing, making inadvertent omission or delay unlikely. This can be used as a daily tickler sheet.

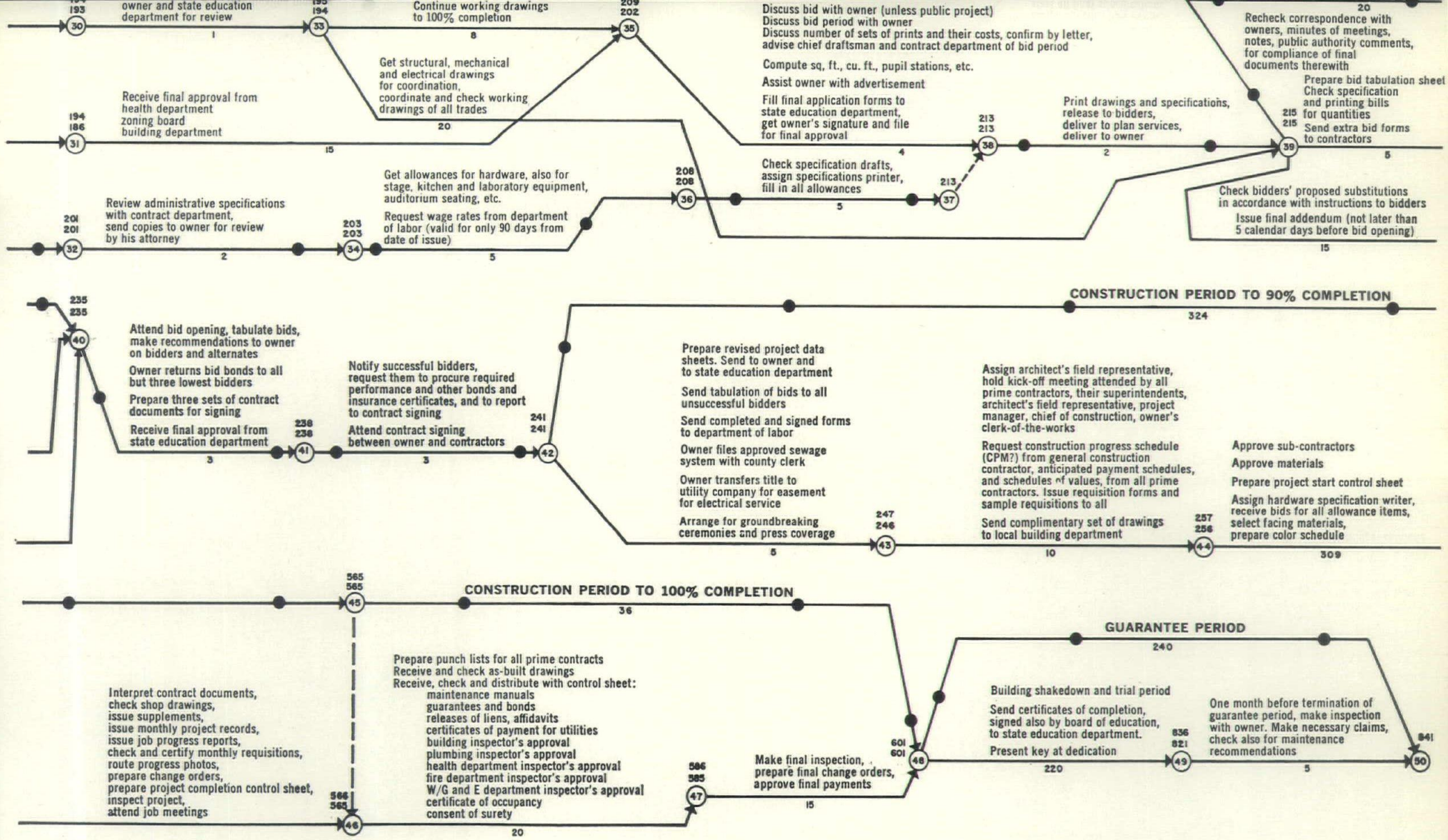
4 Some of the operations can be further enlarged as to detail (for instance 21-22), when the scope of work is better known. Similarly operation 42-48 (construction period) will be adjusted to the general contractor's CPM schedule.

5 Concurrent large projects in the architect's office can all be CPM scheduled and the parallel schedules interconnected, putting the entire office on CPM with resultant increased efficiency in the deployment of personnel.

*The author is Production Administrator and partner in the New York architectural office of Eggers and Higgins and a member of ASTM and the Building Research Institute.

ADMINISTRATIVE PATH OF A HIGH SCHOOL PROJECT THROUGH AN ARCHITECT'S OFFICE





HOW TO PREPARE THIS CHART

1. **Make** a list of all significant operations, then connect all operations in accordance with the three following criteria:
   (a) Which operation must be finished before this operation can start.
   (b) Which operation can be accomplished concurrently with this operation.
   (c) Which operation cannot begin until this operation is completed.
   This completes the phase known as the Network model.

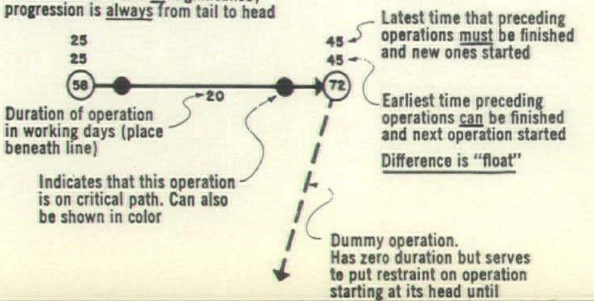
2. **Assign** duration times to each operation and enter them under the operation title.

3. **Compute** earliest finish times by adding duration times from tails to heads of arrows. Only latest "earliest finish" times are entered. See operation 4-6; 15+1 =16, however, dummy 9-6 restrains 6-10; therefore, 37 is entered.

4. Reverse the process and compute and enter latest finish times for each operation. When earliest and latest finish times are identical, it indicates that this operation is on the critical path. See 50-48; 841-240 = 601. Make suitable indication on operation line.

5. Compute "floats"
   Operation 49-50 shows (841-5) = 836 — latest finish time for 48-49 which is simultaneously latest start time for 49-50; since we could start 49-50 at 821, we find we have (836-821) = 15 days "float" for this operation.
   Since float times are easily established by observation, they are not marked on the chart. For computer operation they would be tabulated with the other information.
   This completes the second (in this instance final) phase, called Scheduling.

KEY TO SYMBOLS



PROPOSED AMENDMENTS TO NYSAA BYLAWS

The Bylaws Committee has submitted the following proposed Bylaws revisions, to be considered at the annual meeting and convention of the New York State Association of Architects, Inc. at Grossinger's Hotel, Grossinger, New York, October 20 to 23, 1963. The Committee recommends that members of each organization study the proposed changes well in advance of the annual meeting and convention.

These proposed revisions can be passed by a two-thirds vote of the delegates at the annual meeting and convention.

Following are the Bylaw amendments which have been recommended for submission to the Annual Meeting and Convention:

1) Article 1, Section 4, describes the territorial area of the Association as the "State of New York." By virtue of the territorial area of the New York Region of the American Institute of Architects, the New York Chapter, and the New York Society of Architects, the area is in fact the State of New York, Puerto Rico, the Virgin Islands, and the Canal Zone.

   It is proposed therefore to amend Section 4 consistent with the territorial area as prescribed in the Charter issued to the Association by the State of New York.

   Article 1, Section 4, now reads as follows:

   Article 1—Organization

   Section 4—The territorial area of the Association shall be the State of New York.

   It is proposed to delete this Section and to substitute the following:

   Section 4—The territorial area of the Association in which the operations are principally to be conducted is the State of New York.

2) The Rochester Society of Architects, and the Syracuse Society of Architects, are now Chapters by virtue of Charter by the A.I.A.

   Article II—Membership, Section 1 (b) accordingly requires amendment. This subdivision currently reads as follows:

   Section 1 (b) As the following architectural societies:
   Brooklyn Society of Architects
   New York Society of Architects
   * (Rochester Society of Architects, AIA)
   * (Syracuse Society of Architects, AIA)
   * All words in parentheses to be deleted

3) By Resolution of the Board of Directors on March 11, 1963, the Bylaws Committee is instructed to amend Article II, Section 2 (a), to clarify the classes of membership in the Association, as required by the change in the AIA Bylaws of 1961, affecting membership in state associations.

   Article II—Membership, Section 2 (a) currently reads as follows:

   (a) Constituent Members.
   Licensed Architects in the State of New York who are members in good standing in constituent organizations.
   This subdivision is to be deleted, and replaced by the following:

   (a) Constituent Members.
   1. Registered architects who are corporate members in the AIA, in good standing in a Chapter in New York State.
   2. Registered architects not members of the AIA, who are members in good standing in a constituent organization of the Association.

4) By direction of the 1962 Convention, the Bylaws Committee is directed to study and resubmit an amendment to Article III—Meetings, Section 5.

   Note—Matter to be deleted appears in (parenthesis). New matter is underlined.

   Article III—Meetings, Section 5, reads as follows:

   Section 5. The secretary shall determine the number of delegates as follows:

   If the number of constitutent members in constituent organizations who are not under suspension nor default to the Association is
   (More than—and not more than)
   Then the number of member delegates entitled to be accredited to represent them shall be

Note—(All of the following table in its entirety, is being deleted)

1	20	2
20	30	3
30	40	4
40	50	5
50	70	6
70	90	7
90	110	8

(For each increase of membership of one to twenty-five there shall be one additional delegate.)

Note—The foregoing table is being replaced by the following:

Number of constituent members	Number of delegates
1 to 20	3
21 to 30	4
31 to 40	5
41 to 50	6
51 to 60	7
61 to 70	8
71 to 80	9
81 to 90	10
91 to 100	11

Beyond 100, for each additional, from one to 20 constituent members, one additional delegate.

Note—Identical amendments affecting the voting delegates were submitted to the 1961 and 1962 Conventions. Each was tabled and referred back to the committee for study and re-submission. The object has been, and is now, in this revised submission to give the constituent organizations with the larger number of members a more equitable voice in the affairs of the Association.

The Committee recommends the adoption of this amendment as a fair apportionment of voting rights. The following table details the comparative proposed change in voting delegates, based on the approximate number of the 1962 delegates.

Organization	Voting Total	1962 Delegates	Revised	Change
Bronx Chapter	44	5	6	+ 1
Brooklyn Chapter	66	6	8	+ 2
Brooklyn Society	53	6	7	+ 1
Buffalo-Western N.Y. Chapter	73	7	9	+ 2
Central N.Y. Chapter	65	6	8	+ 2
Eastern N.Y. Chapter	75	7	9	+ 2
L.I. Society Chapter	93	8	11	+ 3
New York Chapter	847	38	49	+11
New York Society	292	16	21	+ 5
Queens Chapter	58	6	7	+ 1
Rochester Society	78	7	9	+ 2
Staten Island Chapter	11	2	3	+ 1
Syracuse Chapter	70	6	8	+ 2
Westchester Chapter	115	9	12	+ 3
Totals	1940	129	167	+38

5) The Association is a member of the New York Regional Council, AIA, and the Bylaws do not provide for official representation in the Council.

It is proposed to amend Article IX—Affiliation with AIA by adding a new Section 4 as follows:

Section 4. The Association, as a constituent organization of the AIA in the New York Region, AIA, is a member of the New York Regional Council, AIA, and the Board shall appoint annually two members of the Association, who are corporate members of the AIA, to serve respectively as Representative and Alternate Representative on the New York Regional Council, AIA.

6) Article X—Amendments

The Committee has received a number of expressions as to the intent of this Article, particularly as to whether amendments must be approved by the Board.

It is proposed to clarify Article X.

Article X—Amendments—now reads as follows:

Section 1. Proposed Amendments to these Bylaws, approved by the Board or signed by at least fifteen (15) constituent members if presented in writing to the Board of Directors ninety (90) days before the annual Convention, shall be mailed to the Secretary of each constituent organization at least forty-five (45) days prior to the annual Convention, and printed in the official publication of the Association before the annual Convention. Such publication shall constitute official notification to the membership. Secretaries of constituent organizations shall submit the proposed amendments to the membership of their organization.

Section 2. These amendments may be discussed and amended at the annual Convention and be passed by a two-thirds vote of the accredited delegates present.

Note—It is proposed to delete the entire Article and to substitute the following:

Article X—Amendments

Section 1. These Bylaws may be amended at any annual Convention of the Association by an affirmative vote of two-thirds of the accredited delegates present, provided:—

(a) Copies of the proposed amendments have been mailed to the Secretary of each constituent organization at least 45 days prior to the annual Convention.

(b) The proposed amendments have been printed in the official publication of the Association before the annual Convention.

Section 2. No amendment shall be proposed to and adopted by an annual Convention until and unless it has met the foregoing provisions and has been proposed as follows:

(a) By the Bylaws Committee, or

(b) Signed by not less than 15 constituent members in good standing, and submitted to the Bylaws Committee 90 days before the annual Convention, or

(c) By the Board of Directors by an affirmative vote of the majority of its members present at the meeting the amendment is acted on.

Respectfully submitted,
COMMITTEE ON BY-LAWS:
Harry Silverman, Chairman
John T. Nelson
Milton Milstein
Aaron H. Shopsis
Max M. Simon
Maurice G. Uslan

SPECIFICATIONS DEMAND RESPONSIBILITY; CREATE LIABILITY

From a talk by Bradford N. Clark, partner, Eggers & Higgins, Architects, presented to the architectural service representatives of the United States Plywood Corporation.

THE ARCHITECT'S [and engineer's] first responsibility is to the general public. This is clearly stated in licensing laws of most States and was defined at the fortieth convention of the National Council of Architectural Registration Boards as follows:

"In order to safeguard life, health and property and to promote the public welfare, the practice of architecture in this State is reserved to those persons who have the proper qualifications and have been registered by the Board of Examination.

"The practice of architecture is defined as the professional activities of a registered architect. This includes advice concerning the preparation of necessary documents for the design and construction of buildings and their environment, with the principal purpose of providing space for human use whether interior or exterior, permanent or temporary, and including, but not limited to, structures for social, political, and economic service in fulfilling domestic, religious, educational, recreational, memorial, financial, commercial, industrial, and governmental needs and the like."

The architect's [and engineer's] second responsibility is to his client, and a large portion of this responsibility has to do with the selection of materials. Modern technology has loosed upon the building scene an avalanche of new materials and techniques. Where once the mark of a quality product was long-established use, today newness, up-to-the-minuteness if you will, has become a mark of distinction. In the highly competitive materials supply field, many products are rushed to the market before their properties are firmly established. Thus, as the choice of materials multiplies, so does the risk.

This situation is dramatically illustrated by a recent decision of the Common Pleas Court of Philadelphia in the startling Drexel Institute-Boulware case. Severe damage to a building resulted when a product used for roof fill expanded, pushed out the parapet walls, and forced the building out of plumb. In reply to a suit filed by the owner against the builder and the architect, the architect maintained that properties of the fill had not been properly represented by the producer, and that his design was adequate in light of its known qualities. The Court, nevertheless, found the architect negligent on the grounds that the properties of the material had not been guaranteed, and that an architect, in assuming a job, implies a warrant of the skill, knowledge, and judgment necessary to produce a satisfactory building. According to the Court the architect, before specifying a material with which he was inexperienced, should have made tests to determine the properties of the material. In the absence of needed funds, the architect did not appeal the case. The significance of this Court ruling is that the architectural profession is held responsible for the performance of building materials which they select not only for their known characteristics but also their unknown properties.

The nature of an architect's responsibility to an owner in regard to the selection of materials is also discussed in a significant Pennsylvania court case. The Supreme Court of Pennsylvania has recently decided an important case defining the duties and responsibilities of architects that is of interest to the entire building and construction industry. The facts were as follows: The architects were engaged to design and supervise the construction of a weaving mill, which included a twenty-year bonded roof. The mill required conditioned air at 80° and constant humidity at 60 percent. The required roof needed

a vapor seal to prevent leakage of moisture from the outside, and condensation from the inside. It was charged that the plans provided for an improper vapor seal, faulty drain flashings, and inadequate fiber glass insulation. As a result, the insulation became soggy and inefficient and a new roof was required.

The Court found the architects:

¶ Were aware of the intended use of the building.

¶ Knew that proper insulation was paramount.

¶ Recommended unsatisfactory insulation.

¶ Made no previous test of the material to determine that it would retain moisture, and had no knowledge of any job where it was satisfactorily used in similar buildings.

¶ Were aware that unless the design created a seal around the insulation, moisture would infiltrate and cause the insulation to lose its function.

¶ Failed to specify, in the plans, a complete sealing of the insulation.

The Court defined the duty of the architect as follows:

¶ An owner has the right to regard him skilled in the science of construction and to expect that he will use reasonable care in applying his professional knowledge to accomplish the intended result.

¶ Although he does not guarantee a satisfactory result or a perfect plan, he implies that he enjoys the ordinary skill in his profession, and that he will exercise this skill without neglect to effectuate work properly done.

¶ While he is not an absolute insurer of perfect plans, he must prepare plans and specifications which will give the structure reasonable fitness for its intended use, and he impliedly warrants the sufficiency of the plans and specifications.

¶ Whether he fulfills his responsibility is a jury question.

The architects defense pointed out that they wanted to use foam glass rather than Fiberglas, but the foam glass was in short supply and they relied on the advertising of the manufacturer of Fiberglas. Also, they stated that the construction was done by an independent contractor in accordance with the manufacturer's directions. And finally, that a responsible officer of the owner approved the plans. The Court said that these were merely circumstances for the jury's consideration.

A considerable number of similar cases could be quoted, but it is obvious that the architect has been made painfully aware of his actual and implied responsibilities by an ever-increasing number of law suits, relating to the failure of materials. Some, if not most of these increasing number of law suits are undoubtedly caused by a recent awareness in the legal profession of the existence of "errors and omissions insurance" carried by many members of the design profession. This insurance is similar to the mal-practice insurance carried by the medical profession; with one very important difference. While in suits regarding the practice of medicine only medical experts and preferably specialists in forensic medicine are admitted as expert witnesses, in suits concerning construction almost anyone is admitted to pose as an expert.

An architect, therefore, must become increasingly wary and careful in his selection of materials. He cannot be too careful in the use of new materials or in new applications of existing ones. As quoted from a report of the AIA-EJC liaison committee, edited by John R. Clarke:

"The Architect has as one of his duties to the Owner to ascertain that the Drawings and Specifications are prepared so that what is furnished in compliance with them will be suitable for the purpose intended. In addition, his duty may extend to the Contractor or to a third person in situations where an item installed by the Contractor in accordance with the contract documents is not suitable for the particular use and, as a result, a third party is injured.

"The manufacturer, by agreeing to furnish a product called for in the Drawings and Specifications, thereby warrants that the product furnished complies with the Drawings and Specifications. In addition, the manufacturer is usually responsible under an implied warranty that the product furnished is satisfactory for a particular job when he has reason to know the purpose for which the product is to be used and that his judgment is being relied upon in selecting a suitable product. However, the more detailed the Architect's Drawings and Specifications are in respect to the manufactured materials and equipment, the less strong this implication becomes and the greater is the responsibility assumed by the Architect, because by preparing more detailed Drawings and Specifications the Architect indicates he is relying less upon the manufacturer's implied warranty of fitness for a particular job."

As an illustration, if a fan is selected from a manufacturer's catalog based on the manufacturer's published performance and is identified in the Specifications by catalog number and is used for the purpose intended by the manufacturer, then the architect is responsible for checking to see to it that this particular fan is delivered and installed. However, if instead of the above procedure the architect develops a descriptive specification giving the gauge of metal for blades, dimension of blades, type of guard, wiring of the motor and so forth, and a manufacturer provides a fan which he claims is equal to the detailed specification, the architect then exposes himself to the responsibility of checking each of the specified details, taking the motor apart to check wiring, checking gauges of blades, and further assumes a degree of responsibility for the performance of the fan. The manufacturer may share these responsibilities with the architect, but to a far lesser degree than when the fan is ordered by the manufacturer's number. In both situations, the architect is responsible to the owner if the fan furnished is not suitable for the use intended but it meets the Specifications (in the first instance those set forth in the catalog and in the second those furnished by the architect). If in the latter situation, after installation of the fan is discovered and it has to be replaced, causing additional expense to the contractor and delays in the work, the architect may well find himself liable to the contractor. And if, after completion of the project, these deficiencies of the fan create a fire hazard which results in a death, he may well be held responsible for the death.

Frequently, the manufacturer makes an express warranty as to the materials and workmanship contained in his product which extends for a fixed period of time. Such warranties generally refer to the technical aspects of the materials and equipment which are beyond the scope of what the architect might reasonably be expected to examine.

The manufacturer also is responsible under an implied warranty that his products are merchantable, i.e., satisfactory for the ordinary purpose for which used. The architect may assume that the manufacturer's sales literature invariably contains broader representations and warranties as to his products. The architect should always bear in mind that he acts at his own risk when he relies upon these typical broad claims of performance.

The insulation problem quoted earlier is a prime example of the architect relying on claims in manufacturer's literature. This leads into the close connection between the architect's responsibility for materials he specifies and the "or equal" clause.

After carefully choosing a material for a specific purpose and evaluating all manufacturer's data, discussing it for the particular use with the manufacturer's representative, visiting sites on which the product was used, talking to other architects who have used it in the past, and sometimes testing it himself, the architect incorporates the material into the specifications. After the contract is awarded he very frequently is faced with a request by the general contractor to accept a substitute for the specified material or product.

The contractor bases his request on the specification clause called "or equal" or "as approved". In projects, parts of which are paid for out of public funds, it is a requirement to keep the specifications open for competition by a number of suppliers of "equal" products. On the Federal Government level the Comptroller General has ruled that at least three names of manufacturers be used when no Federal Specification exists for a given material. The ruling has not required the use of an "or equal" clause to open up the bidding, although Federal Agencies have included the "or equal" in order to play safe.

Bidding on public work is a privilege—not a right—and the Government as an Owner, has a right to protect its own interest by demanding that it receive a dollar's value for a dollar spent. A bidder on public work must prove that his material is equal to that specified and it should not be incumbent upon the Government to test every substitution to determine its equality.

In private work it is possible to write a fully closed specification, also called a base bid specification, naming only one manufacturer as acceptable. This, however, is not in the best interest of the owner as it has been found that once competition is eliminated, the chosen manufacturer's prices often inflate considerably. Another approach is to name three acceptable manufacturers for each product without the "or equal" clause. This procedure is much more successful as it puts the three manufacturers on notice that they are competing against one another. They are compelled to keep their prices within reason and still give the owner the desired product. However, the suspicion arises that if the same three manufacturers are named time after time by the same offices, they might come to a gentlman's agreement and parcel out the jobs among each other, keeping the prices high.

This method has one other drawback, it does not recognize the constant growth of our economy, with new, aggressive, and honestly competitive companies being created and clamoring for often deserved recognition. At the same time the promiscuous use of the "or equal" clause invites a number of abuses.

¶ It is used by some contractors as a hunting license to engage in fairly ruthless bid shopping.

¶ Some contractors insist on setting themselves up as the arbiters of what constitutes "equal" without regard to the text of the general conditions.

¶ Sometimes a contractor submits a substitution only when the job is already clamoring for the material, thereby forcing the architect's hand.

¶ It is common knowledge that it is virtually impossible to determine equality.

¶ A reputable contractor finds himself in a dilemma while bidding, if he knows of a much less expensive substitution which "might get by". He may assume that less conscientious bidders will take the risk and use the lower figure with the idea of fighting it out afterwards with the architect.

If we use a fully closed specification the price may go up. If we use a specification naming three products, the manufacturers may get together and still come in with inflated prices. If we use an "or equal" specification we open the door to bid-shopping and other abuses.

In view of these difficulties—and they are nation-wide as articles in various professional magazines will bear out — the New York Building Congress has undertaken a study of the problem and has offered a solution. A document issued by the Congress in April 1962, entitled "Recommendations on 'or equal clause'," combines the best features of the closed specification, the three product specification, and the "or equal" specification without any of their attendant penalties. Under the approach outlined the bidders know that they are all bidding on the same base products, the named manufacturers know that unknown additional products may be declared acceptable anytime before the bid opening, and the enterprising contractor is still given an opportunity to exercise his skill and initiative in suggesting worthwhile substitutes before the bid opening.

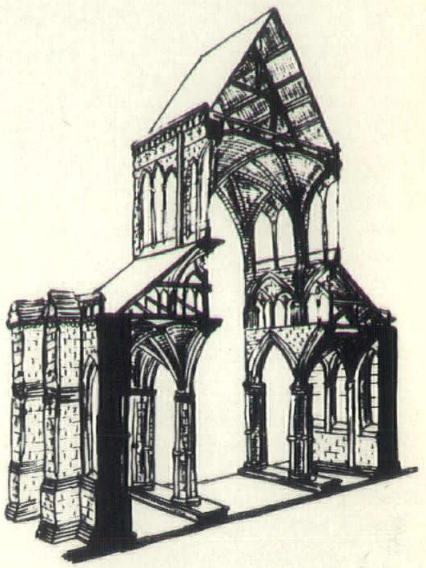
Under this system everyone wins: the owner, by getting the most value for each dollar spent; the architect, by needing to investigate only worthwhile substitutes; the reputable contractor by not having to worry about competing with sharpshooters and bid-shoppers; and finally the material supplier, because he will not be exposed to ruthless bid-shopping after the contract award.

The N.Y. Building Congress recommendation has evoked much favorable comment and is under study by several committees of the building professions with a view towards its endorsement. Single copies are available from the Congress at 101 Park Ave., New York, New York.

IT ISN'T REALLY NEW

by Eugene Stuart Smith

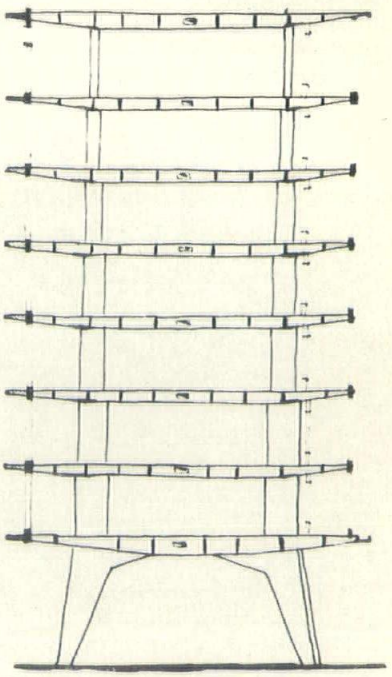
GOTHIC ARCHITECTURE: The medieval architecture of the thirteenth, fourteenth and fifteenth centuries in Europe, mainly an architecture of balanced thrusts in stone masonry, a structure of visible sinews, with curtain walls of pointed arches and stone tracery.



(1)

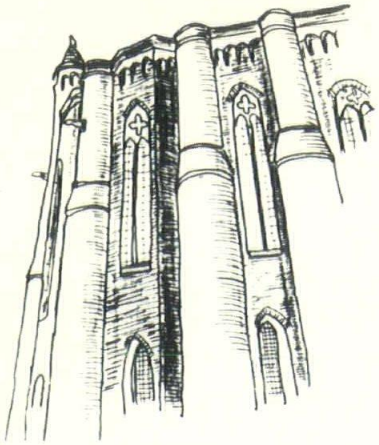
The GOTHIC style originated in the 12th century church architecture of Normandy and Burgundy. It is the first architectural conception in history in which building with solid masses is transformed into one of void spaces over a skeleton framework. In a few supreme works, such as the CATHEDRAL AT AMIENS, the goal of an open skeleton of stone, supporting stone vaulting, with each member of the entire building fulfilling a calculated and indispensable function, both structurally and artistically, was attained.

The social revolution of the 12th century with its efforts to extricate society from the bonds of the Church, and the development of guilds of masons (from whom the Freemasons derive their formal origin) also contributed greatly to the completion and development of the pointed, or Gothic style. These guilds, or fraternities, were formed as early as the period of transition between Romanesque and the Gothic styles in order to act as a counterpoise to the organizations of the priesthood. Until the 12th century, architecture was in the hands of the clergy whose predilections led them to cling to the Romanesque round arch. Wherever the influence of the priesthood was less dominant, and the spirit of social freedom had greater rein, the architects were laymen whose aim was the development and more widespread use of the Pointed-arch Style, which had become the expression of the new era. The Romanesque round arch was identified with the feudal domination of the old social conditions. In addition, the rising of the cities as a power, and their increasing wealth led them to vie with each other in the erection of splendid structures. Their great religious zeal channeled this competitive spirit into the erection of cathedrals.

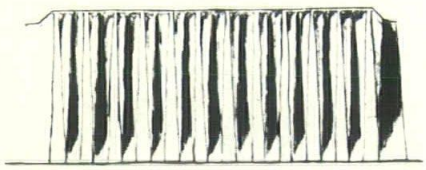


(2)

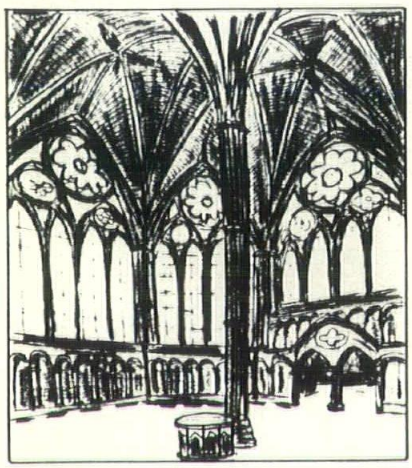
The elements of the Gothic Structure are: rib vaulting, the pointed arch, and the flying buttress. These features represent constructional improvements and each of them used individually can be found in preceding Romanesque architecture . . . yet it is the combination of the three devices which transforms the structural element into a new



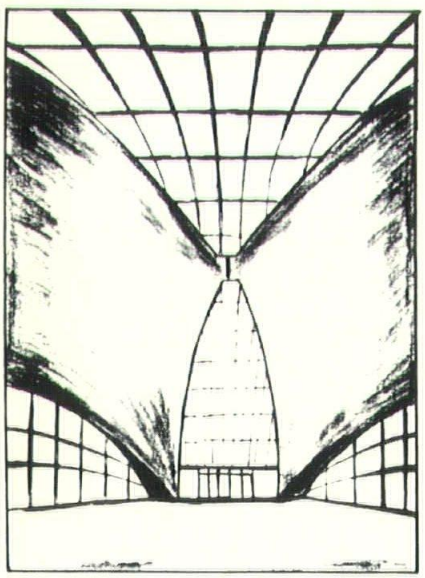
(3)



(4)



(5)



(6)

aesthetic unit. Cross ribs, due to their function as weight carriers and distributors, make the supporting pilasters and columns more independent from the thrust of the vault ceiling, and allow them to stretch out accordingly in a vertical direction. By gaining height in this manner the distance from pillar to pillar could be varied to conform to the needs of the ground plan. The space between the supporting carriers was bridged by ogival arches which, because of their shape, also diminish the direct thrust. Finally, the flying buttresses became supporting cantilevers on the outside of the church that carry the weight of the ceiling away from the inside walls to the outside walls and down to the ground.

It became the trend in the development of Gothic architecture to fuse these structural parts more and more. The number of subdividing ribs, forming an ornamental net along the ceiling, increases and conducts the weight of the ceiling to the ground. Where the downward flowing ribs meet the clerestory, they often burst into flowers and buds. The ribs continue along the capital crowned columns or pillars and lead the eye from the ground to the vault. The vault stretched over the ribs became thinner and higher. The nave grew in height to unprecedented proportions, while the walls became perforated by screens of stone, carved galleries and stained glass windows.

Gothic architecture expressed the following principles:

LIGHTNESS OF STRUCTURE THROUGH PERFORATION, POINT SUPPORT, EQUILIBRIUM AND EQUAL DISTRIBUTION OF STRESSES.

An example is found in the SALISBURY CATHEDRAL (1237-58) **(1)**. The section shows how the weight of the ceiling is picked up by the ribs and collected. It is then brought to a point above the column and carried down the column to the ground. The column is a point support which allows the "wall" between the columns to be omitted, or be non-supporting at best. The replacement of the intervening wall was made possible and it became a source of light or a "window wall". It is also possible to see from the section how each half of the structure serves to "buttress" or balance the other. In the SECRETARIAT BUILDING OF THE UNESCO headquarters (M. Breuer, B. Zehrfuss) **(2)** it is possible to see how these same principles have been employed. Here again, the weight of the ceiling and floors is carried laterally through the floors of reinforced concrete which have the ribs "built-in", to the columns and then down the columns to the ground. Here also, the space between the points of support is filled with a source of light . . . a window wall. The section also shows how the building is "self-buttressing". This is done, as it was done in the 12th century, by employing the principles of balance and equilibrium. It is interesting to note that in both buildings, as the weight increases towards the lower part of the building, the columns, or points of support become heavier.

MODULATION OF MASS AND INTERIOR SPACE THROUGH LIGHT, SHADOW, TEXTURE AND SCULPTURE.

The east end of ALBI CATHEDRAL (1282-1512) **(3)** is an excellent example of the way in which mass is modulated by light and shadow. The buttresses, which project, are bathed in light and the areas between them are cast in shadow. This alternate play of light and shadow creates a three dimensional quality and, by breaking the mass into small vertical strips, one of light, the other of shade, adds to the feeling of height by creating an essentially vertical movement.

The end wall of the CONFERENCE BUILDING AT THE UNESCO HEADQUARTERS (M. Breuver, G. Zehrfuss) **(4)** is this same concept

NYSAA 1963 CONVENTION

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Pittsburgh 30, Pennsylvania
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Architectural Steels

53 CALORIC ARCHITECTURAL PORCELAIN
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Jerome R. Salton
Porcelain and Translucent Curtain Wall Panels

54 AMERICAN OLEAN TILE COMPANY
Lansdale, Pennsylvania
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55 PITTSBURGH PLATE GLASS COMPANY
1 Gateway Center
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concrete floors on ground

Prepared as a service to contractors by Portland Cement Association

clip along dotted line

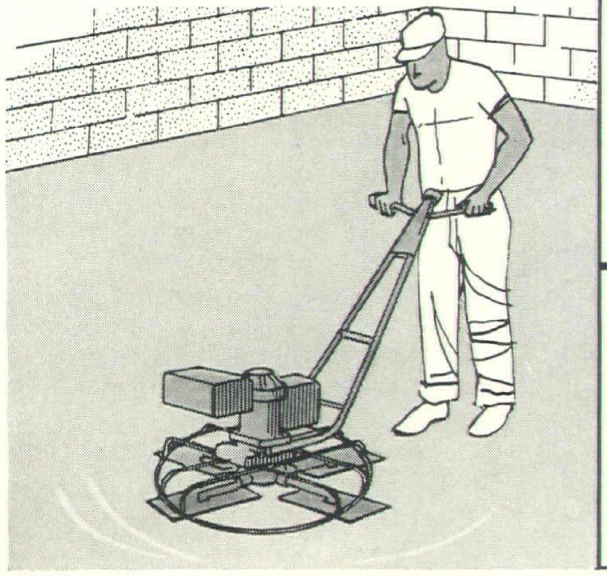
Concrete floors on ground for industrial buildings can be both long lasting and economical. Proper specification, design and construction will assure high-quality, maintenance-free floors.

Concrete floors for industrial buildings are subjected to many types and rates of traffic as well as differing exposure conditions. For long life, floors must have the following qualities:

★ *Adequate load-carrying capacity*. Design strength sufficient to support the heaviest loads expected will prevent cracking.

★ *A wear-resistant surface*. Careful construction with high-strength concrete will provide a hard, dense surface that eliminates dusting and the possibility of rutting.

★ *Freedom from random cracks*. Cracking can be controlled through the use of joints and with proper finishing and curing. Sealing or protecting the edges of cracks is far less satisfactory than avoiding them from the start.



★ *Durability*. Depending on conditions, the floor must be able to withstand effects of weathering, freezing and thawing, or attack by aggressive agents such as mild acids.

★ *Appropriate texture and grade*. The surface of the floor should be given a texture suitable for type of use, and should, of course, be non-absorptive. The floor should be constructed so that it is true within ⅛ inch in ten feet.

As the chart shows, there are two classes of floors on ground—one-course and two-course. The most common type is the single-course floor in which the single thickness of slab provides both the strength and the wearing surface.

Write for free literature on industrial floors of concrete. (U.S. and Canada only.)

PORTLAND CEMENT ASSOCIATION

250 Park Avenue, New York 17, New York

A national organization to improve and extend the uses of concrete

	BUILDING TYPE	TRAFFIC		MIX DESIGN DATA FOR ORDERING CONCRETE					CONCRETE FINISH
				W/C in gal. per bag	28 day cylinder strength (psi)	Slump (in.)	Air content (%)*	Min. cement content in bags per cu. yd.	
SINGLE COURSE	Offices, schools, churches, hospitals, commercial bldgs.: where floor will be covered with tile, linoleum, etc.	Predominantly foot traffic.		5½-6½	3500-4500	2-4	5±1 or 6±1	5½	Steel trowel
SINGLE COURSE	Same as above except concrete is wearing surface. Also for service in light industrial buildings.	Foot traffic and pneumatic tired vehicles.		4-5½	4500-7000	1-3	5±1 or 6±1	6	Hard steel trowel by power and hand equipment.
SINGLE COURSE	Industrial or commercial buildings subject to heavy or abrasive use.	Foot traffic and pneumatic tired vehicles.		4-5½	4500-7000	1-3	5±1 or 6±1	6	Application of extra hard aggregate added to surface immediately before power floating begins.
TWO COURSE HEAVY DUTY	Heavy industry such as foundries, steel mills, heavy manufacturing, also any industrial or commercial building with highly abrasive conditions.	Steel wheeled vehicles. Heavy abrasive use.	BASE COURSE	5½-6½	3500-4500	2-3	5±1 or 6±1	5½	Surface leveled by floating, but textured to insure bond to topping.
TWO COURSE HEAVY DUTY			TOPPING**	3½-4	8000-12000	Zero	Not required	7½	Special power floats, repeated hand troweling for smooth, dense abrasive resistant surface. Special extra hard aggregates are used.

*For concrete with 1½ in. max. aggregate use 5±1% air content; for ¾ in. max. aggregate use 6±1%.

**Topping mix must be mixed in paddle type mixer—generally not available from ready-mix plants.

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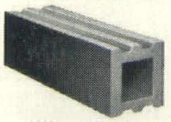
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STEEL WINDOWS HAVE THE STRENGTH AND RIGIDITY THAT NO OTHER WINDOW CAN MATCH



ASIA HOUSE, 112 East 64th Street, New York City

Philip Johnson Associates, Architects — *E. W. Howell Company, Contractors*

We salute Philip Johnson Associates, Architects, for their award-winning ASIA HOUSE, selected by the Fifth Avenue Association as the best new institutional building erected in its area for the past two years.

Hope's engineers were privileged to work with the architects from the earliest design stages in developing window details suitable to properly carry out structural and functional requirements.

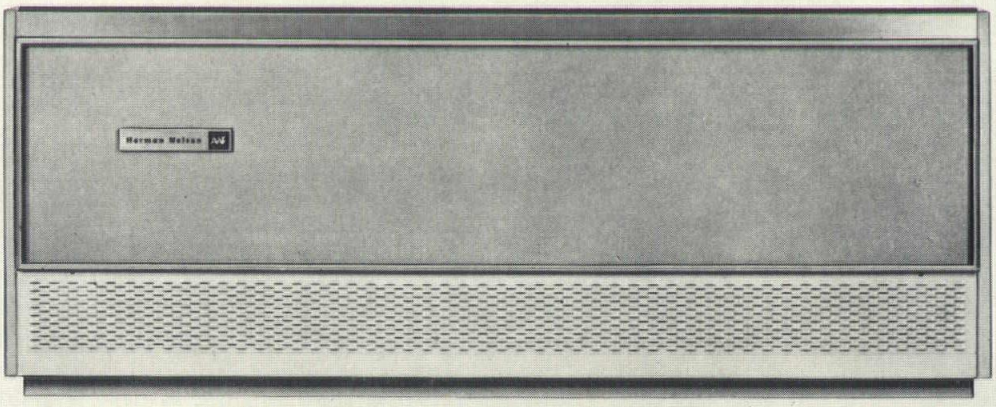
ASIA HOUSE has two similar multi-story elevations, one at each end of the building. All windows are Hope's Heavy Intermediate steel sash set to structural steel. The opaque areas are glazed with spandrel glass, others with plate glass.

This is another fine example of the freedom of design and versatility provided for today's most imaginative architects through the strength and rigidity of properly designed steel window sections. We invite your inquiries.

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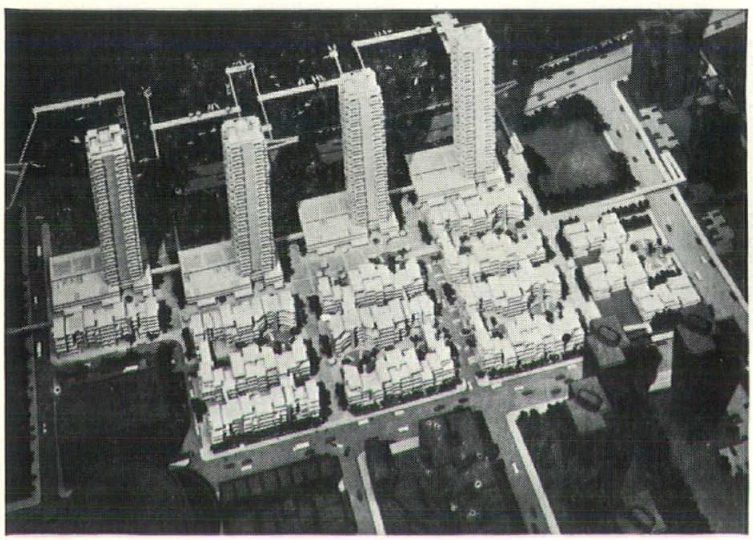
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$25,000

New York City's East River Urban Renewal Project



Prospective of First Prize Concept—"a lively treatment of the facades on the low height streets culminating toward the river in four towers"...

In Ruberoid's Fifth Competition, conducted with the co-operation of the City of New York's Housing and Redevelopment Board, the attention of the architectural profession was directed to one of the nation's major problems—Urban Middle Income Housing. For this problem the City provided an actual site in Manhattan's East Harlem area and cooperated with Ruberoid in developing the Competition program. The City Housing Board also agreed to exert every effort on behalf of the winning concept for use in building the project.

Professional interest and participation reached a new high in the history of Ruberoid's architectural competitions. The opinion of the Competition Jury was that important new ground was broken by the winning awards in a challenging area of American life. It felt also that many of the ideas presented will be brought into existence and make a contribution to housing of the future.

The winning designs will be reproduced in a brochure later this year. For a copy write to The Ruberoid Co. on your letterhead.



THE DISTINGUISHED JURY that selected the winners (Left to Right)

- Herbert J. Gans, Research Assoc. Prof. of City Planning Inst. for Urban Studies and Dept. of City Planning. University of Pennsylvania, Phila., Pa.
- David A. Crane, A.I.A., Dir. of Land Planning and Design, Boston Redevelopment Authority, Boston, Mass.
- Lewis E. Kitchen, Lewis Kitchen Realty Co., Specialist in urban redevelopment; Kansas City, Mo.
- Albert Mayer, F.A.I.A., Chairman of Jurors, eminent architect and consultant, specialist in town, city and rural planning and development, New York, N. Y.
- Sir Leslie Martin, F.R.I.B.A., Prof. of Architecture, Univ. of Cambridge, England, Past Vice-Pres. Royal Inst. of Architects, leader in urban planning and redevelopment.
- Milton Mollen, Chairman of Housing and Redevelopment Board of City of New York, eminent lawyer.
- Harry Weese, F.A.I.A. widely experienced engineer, architect, and community planner, Chicago, Ill.
- B. Sumner Gruzen, F.A.I.A. (not shown) professional advisor to Competition, leading architect and engineer, Principal of Kelly & Gruzen, New York, N. Y.

Fifth Annual Design Competition

AWARDS

GRAND NATIONAL AWARDS

FIRST PRIZE $10,000	Thomas H. Hodne, A.I.A., James McBurney, Kermit Crouch, Robert Einsweiler, A.I.P., James Solverson, Vern Svedberg and Tokiaki Toyama	Hodne Associates Minneapolis 14, Minn.
SECOND PRIZE $5,000	Felix J. Martorano	Shreve, Lamb & Harmon, New York, N. Y.
	Ricardo Scofidio Edvin K. Stromston	Richard G. Stein, New York, N. Y.
THIRD PRIZE $2,500	Amiel Vassilovski Hanford Yang	Pedersen & Tilney, Boston, Mass.

(6) MERIT AWARDS $500 EACH

1.	Ena M. Dubnoff, Richard K. Fleming, Eugene P. Flores, Ellis D. Gelman, Lewis A. Greenberg	Dubnoff, Fleming, Flores, Gelman & Greenberg Los Angeles 4, Calif.
2.	R. E. Alexander, FAIA, C. R. Wojciechowski	Robert E. Alexander & Assoc., Los Angeles, Calif.
	Paul R. Drag	William L. Pereira & Assoc., Los Angeles, Calif.
3.	John Dollard	Huntington, Darbee & Dollard, Hartford, Conn.
	Tai Soo Kim	Philip Johnson Assoc., New York, N. Y.
4.	Robert W. Brantingham, Thomas J. Eyerman, Thomas O. Schnell, Robert N. Wandel	Ohio State University, Columbus 1, Ohio
5.	Joseph J. Schiffer	Joseph J. Schiffer, Concord, Mass.
6.	Thomas E. Selck George C. Winterowd, Assoc. Prof. of Arch.	Miami University, Oxford, Ohio

SPECIAL STUDENT AWARDS

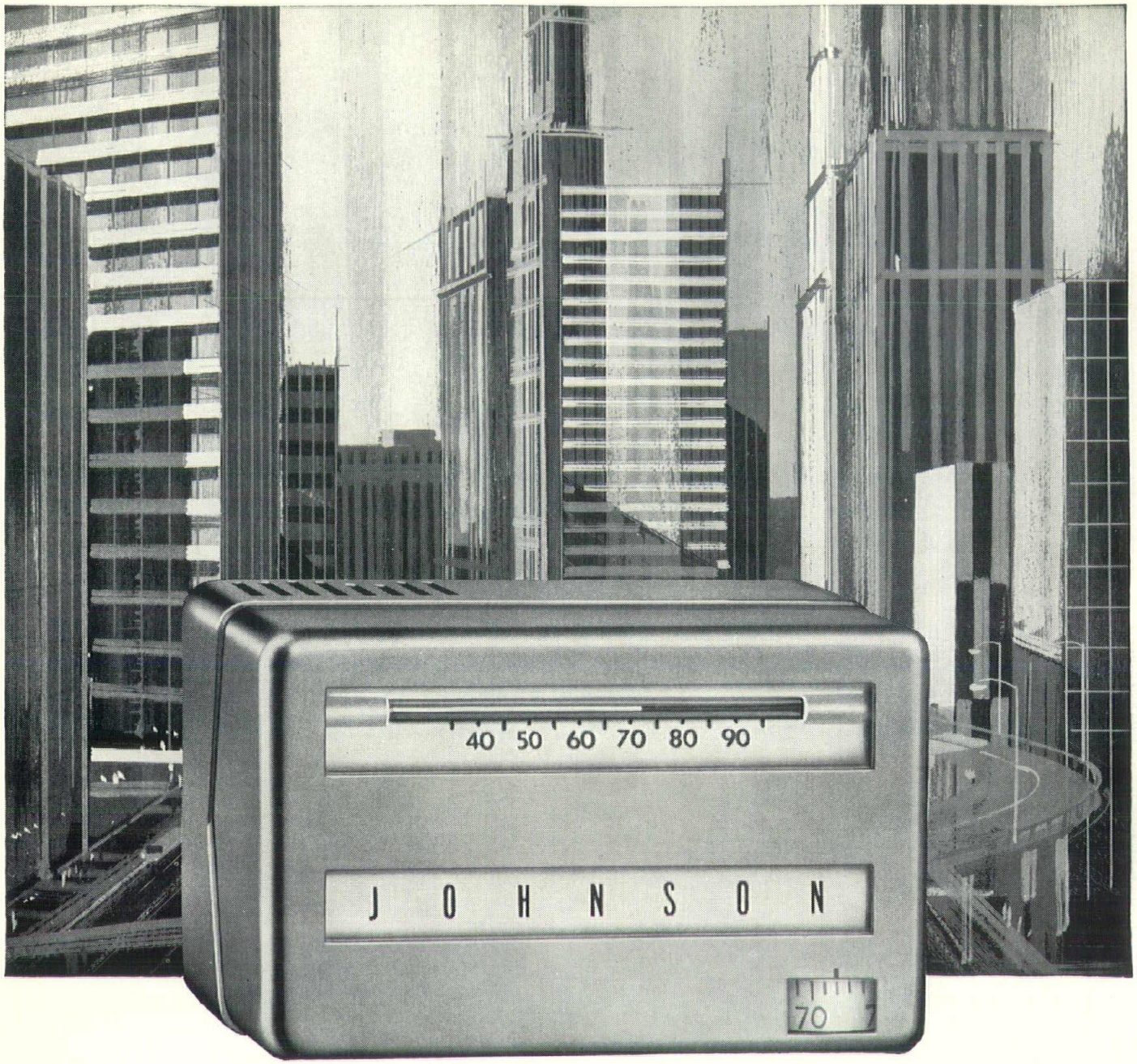
FIRST PRIZE $2,000	Robert P. Holmes Robert L. Wright	University of Illinois Urbana, Illinois
SECOND PRIZE $1,000	Michael Wurmfeld	Princeton University Princeton, New Jersey
THIRD PRIZE $500	Woodrow W. Jones, Jr. Gerrard E. Raymond Philip A. Shive	North Carolina State College Raleigh, North Carolina

(4) MERIT AWARDS $250 EACH

1.	Peter R. Bromer	Rensselaer Polytechnic Institute, Troy, New York
2.	John D. Duell, David S. Traub, Jr.	University of Illinois, Urbana, Illinois
3.	Iwao Onuma	University of Southern Calif., Los Angeles, Calif.
4.	J. Stroud Watson, Jr.	University of Illinois, Urbana, Illinois

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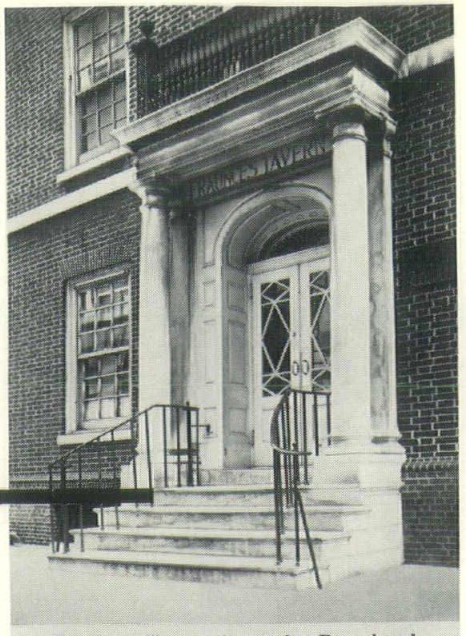


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George Washington stepped here



Fraunces Tavern, located at Broad and Pearl Streets in lower Manhattan, as it appears today. Erected in 1719, it was purchased in 1904 by the Sons of the Revolution in the State of New York.

Times have changed considerably since George Washington visited Fraunces Tavern, but time has little changed the marble of the Colonial entrance there.

This white marble appears virtually the same as it did on December 4, 1783, when General Washington met with some 44 of his fellow officers in the Long Room of this historic building. As in countless other instances, marble here has beautified and preserved a building that has served down through the years to become a proud symbol of our American heritage.

Today, Vermarco marble continues this tradition by imparting extraordinary beauty, permanence and economy to magnificent contemporary structures. For example, Vermarco Eureka Danby marble recently was used to construct striking window walls for the Medical Center Bank. Translucent, these marble walls admit light, yet keep out heat.

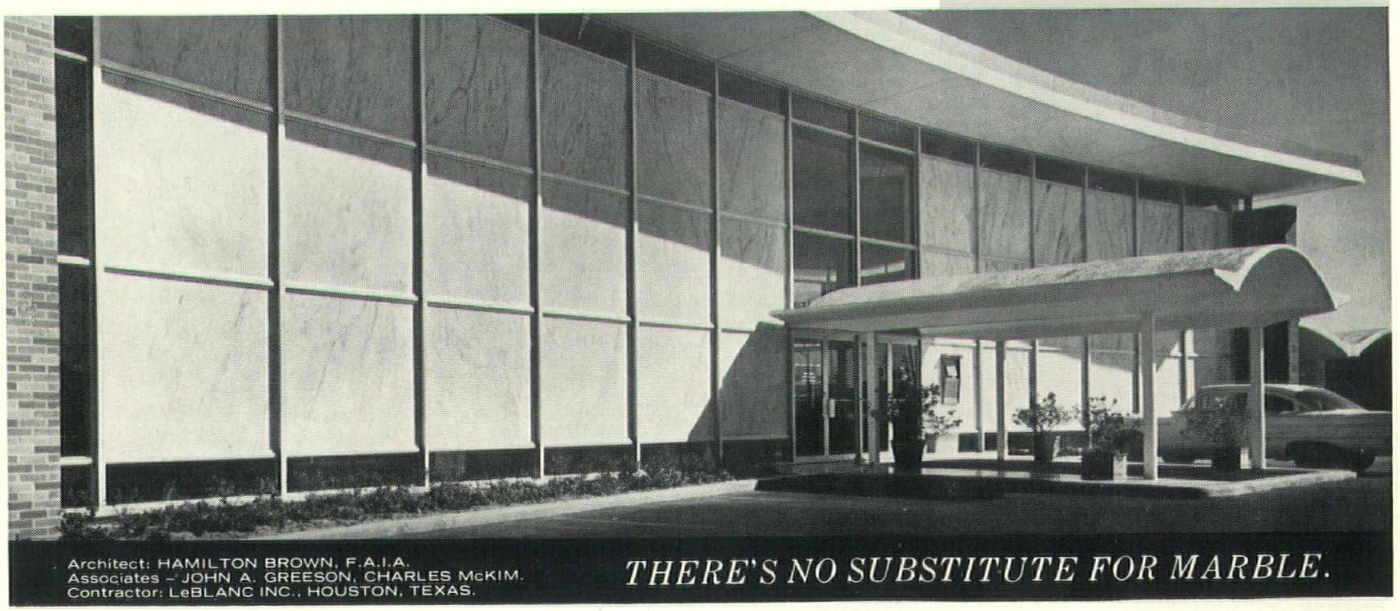
The Medical Center Bank, Houston, Texas, features translucent window walls constructed of Vermarco Eureka Danby marble panels set in aluminum frames.

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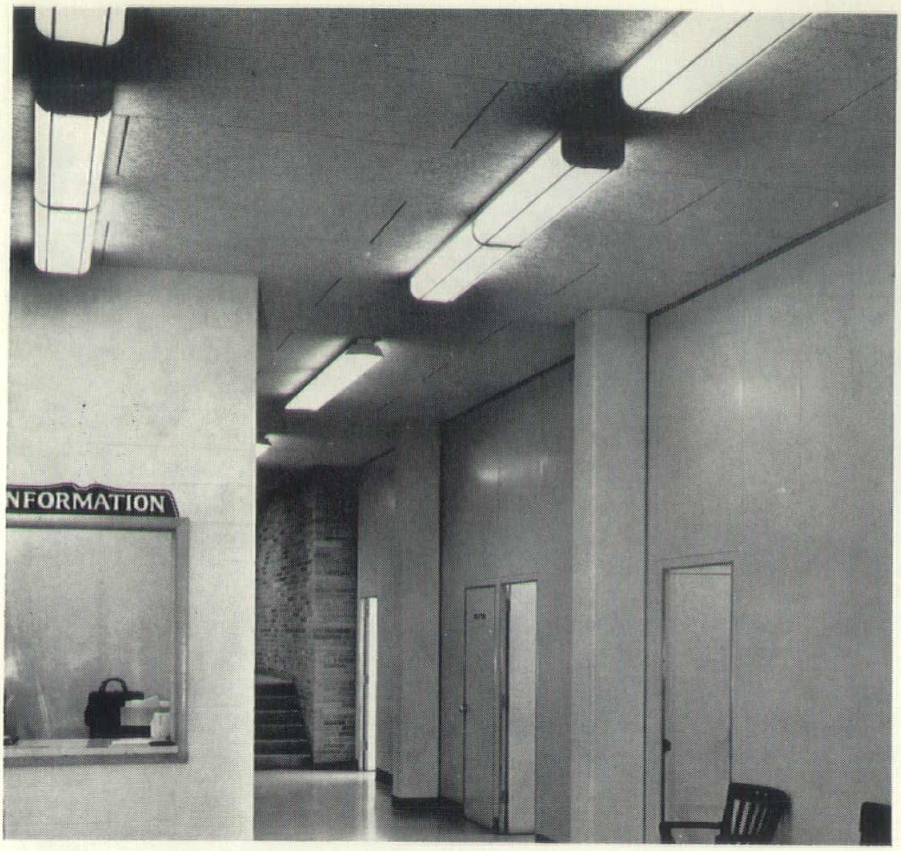
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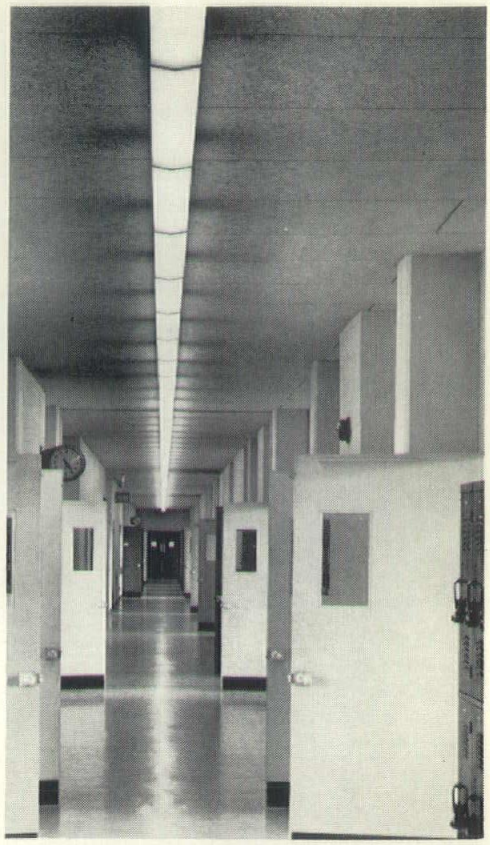
Architect: HAMILTON BROWN, F.A.I.A.
Associates – JOHN A. GREESON, CHARLES McKIM.
Contractor: LeBLANC INC., HOUSTON, TEXAS.

THERE'S NO SUBSTITUTE FOR MARBLE.

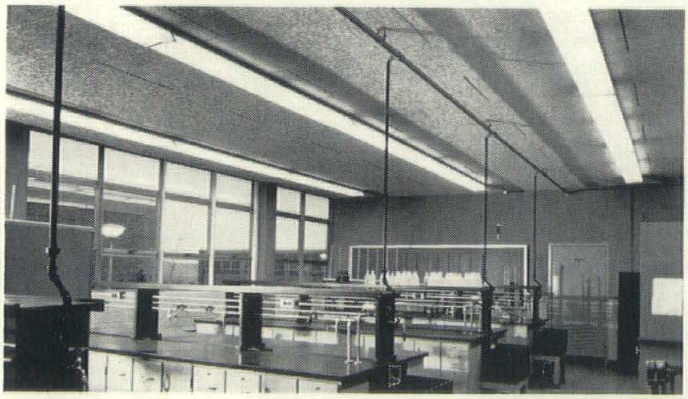
Building : Daniel W. Egan Hall, College of Steubenville, Steubenville, Ohio, The Reverend Columba J. Devlin, T.O.R., President. **Architect:** Joseph F. Bontempo & Associates, R.A., Rochester, Pa. **Consulting Engineer:** Michael Baker, Jr., Rochester, Pa. **General Contractor:** Gilbane Building Company, Providence, R. I.

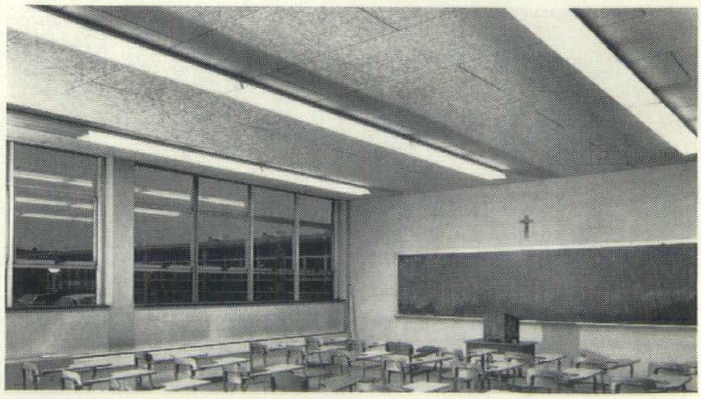


Color and texture are beautifully balanced in the reception area and throughout the building.



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The two classrooms above illustrate how the esthetic and the functional values of Tectum ceilings contribute to better study conditions.

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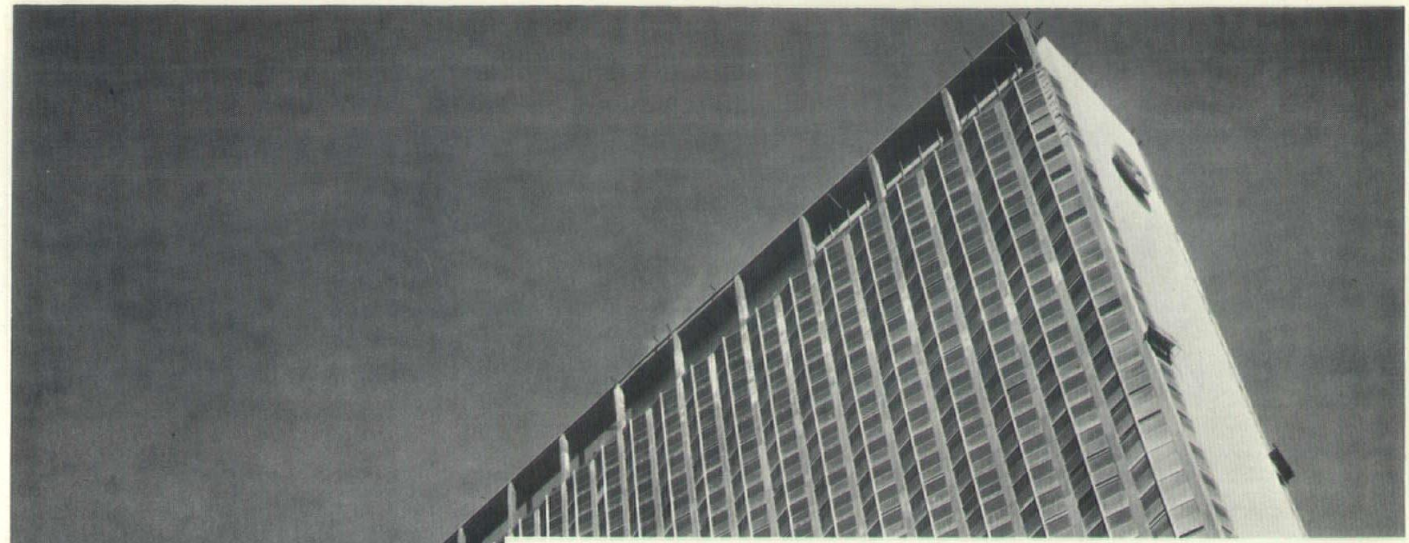
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NEW HOTEL PAR EXCELLENCE GLEAMS ALOFT WITH LUPTON CURTAIN WALL

The New York Hilton at Rockefeller Center is a self-sufficient oasis, housing a full array of shops, services, and vast hotel facilities that are among the most advanced in the world.

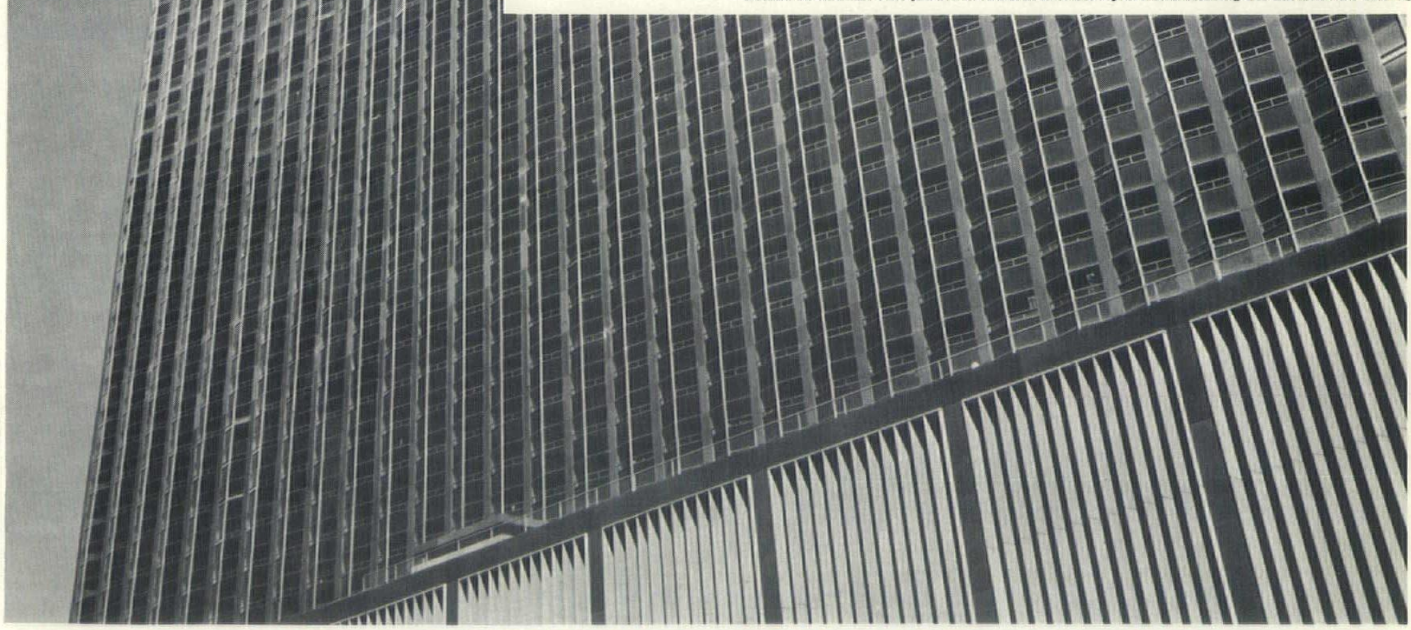
Its ultra-modernity is reflected in the specification of LUPTON curtain wall . . . 335,000 square feet of it. Soaring panels of blue-tinted glass are framed in light gray anodized aluminum. The desired effect is achieved . . . a gleaming structure with towering vertical lines.

The choice of LUPTON also assured efficient, cost-cutting fabrication and installation. Builders could bank on speed, accurate fit, and economy. Plus "total responsibility" that sees every LUPTON job through all the way.

This thorough-going workmanship goes hand-in-hand with skill in curtain wall design. LUPTON can interpret and fulfill the most exacting creative demands . . . bring your architectural concepts to fullest realization. As for reliability, that's attested to by a solidly established reputation going back 25 years.

For further LUPTON advantages, see Sweet's Architectural File (sections 3 & 17) for the Michael Flynn Curtain Wall and Window catalogs. Talk to your local LUPTON man, as well . . . or write us direct.

Details on this LUPTON job are in the 1963 Michael Flynn Manufacturing Co. Curtain Wall catalog.

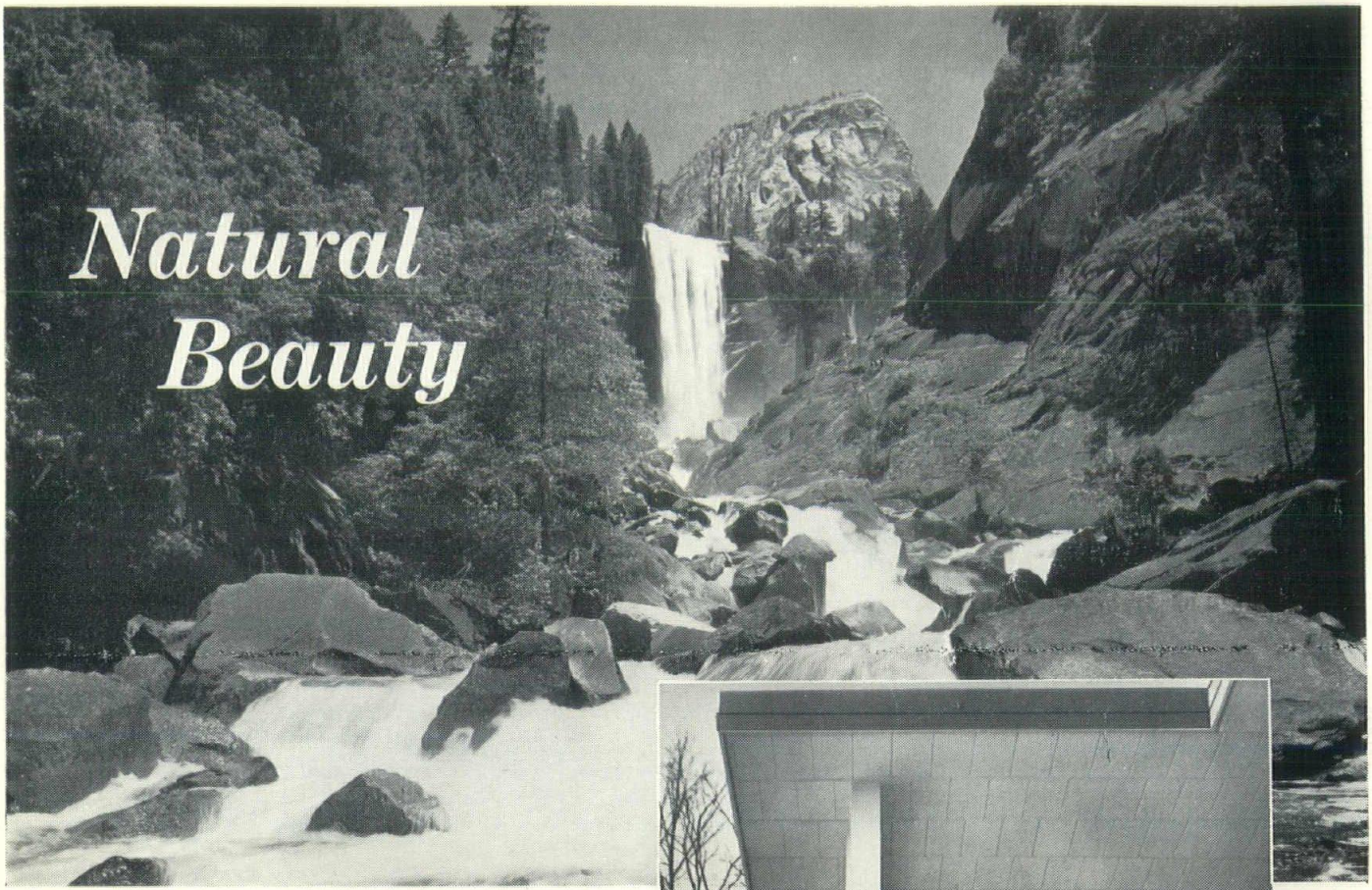


This 46-story hotel is owned by Rock-Hil-Uris, Inc., a joint investment of Rockefeller Center, Inc., Hilton Hotels Corp., and Uris Building Corp. Architect: William B. Tabler, N.Y. Consulting Engineer: Harrison and Abramovitz, N.Y.

LUPTON

Main Office and Plant: 700 E. Godfrey Ave., Philadelphia 24, Pa. **West Coast Office and Plant:** City of Industry (Los Angeles County), California. **SALES OFFICES:** San Leandro, California; Chicago, Illinois; New York, New York; Cleveland, Ohio; Dallas, Texas. Representatives in other principal cities.

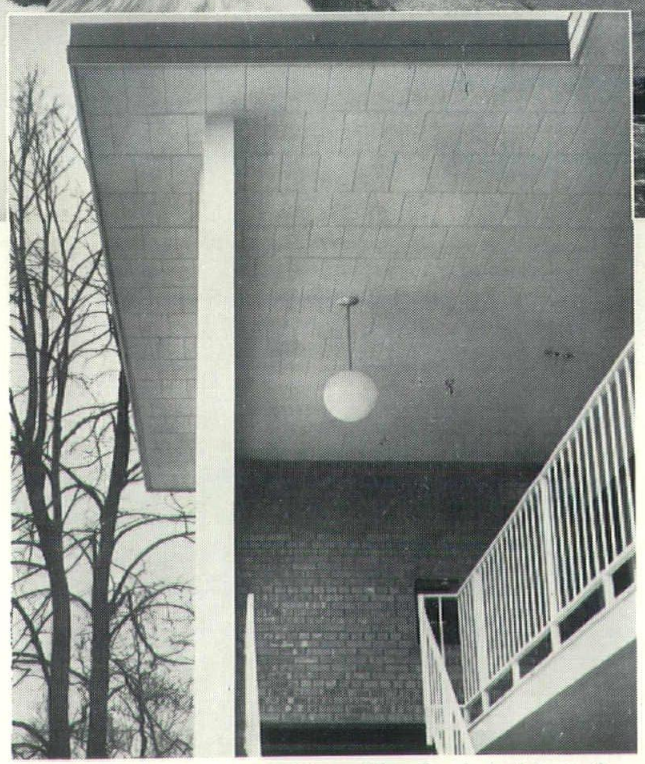
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AMENDMENT PROPOSED

The Building Codes Bureau is presently circulating to building officials, architects, engineers and builders, proposed amendments on the use of glass to the portions of the State Building Construction Code applicable to Multiple Dwellings and to General Building Construction. The changes would require the use of stronger glass, safety glass or other approved non-shatterable material in shower and tub enclosures and in doorways and exits where the glass is subject to breakage because of human impact.

Following a study of comments received on the proposed changes, the State Building Code Council will make necessary revisions and schedule public hearings to air the amendments prior to their enactment.

The proposed changes resulted from the Council's study of a recent sharp increase in the number of accidents resulting from people walking into unseen glass doors and panels. Among those consulted were local building inspectors, the Building Research Institute, the National Safety Council, the National Home Builders Association, the New York State Association of Architects, casualty insurance companies and representatives of the glassmaking industry.

REPRINT ONE AND TWO

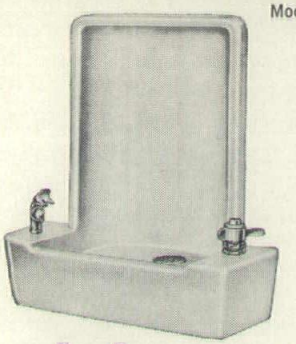
The portion of the State Building Construction Code applicable to One- and Two-Family Dwellings has been reprinted and is now available for distribution. Copies of this portion of the State Code, which was originally promulgated in 1951, and amended in 1954 and 1958, cost $.50 each and may be obtained by writing the New York State Division of Housing and Community Renewal, Building Codes Bureau, 393 Seventh Avenue, New York 1, N.Y.

Bureau officials report also that supplies of the Code Manual, a guide for local building officials in administering and enforcing the State Code, have been temporarily exhausted and that a reprinting has been scheduled.

Also scheduled for reprinting is the State's Model Housing Code, a modern code designed to maintain the safety and adequacy of existing hous-

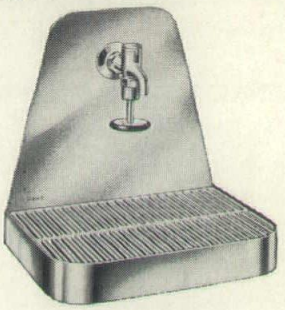
Wherever he is in school...

Model 77



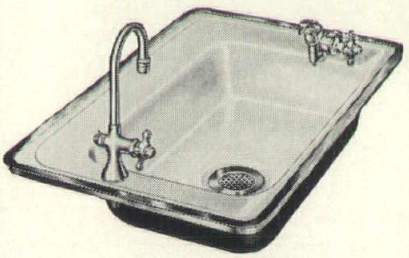
Johnny

Model 440



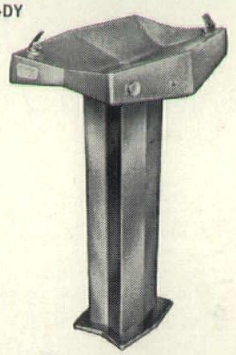
wants

Model 2050



a drink

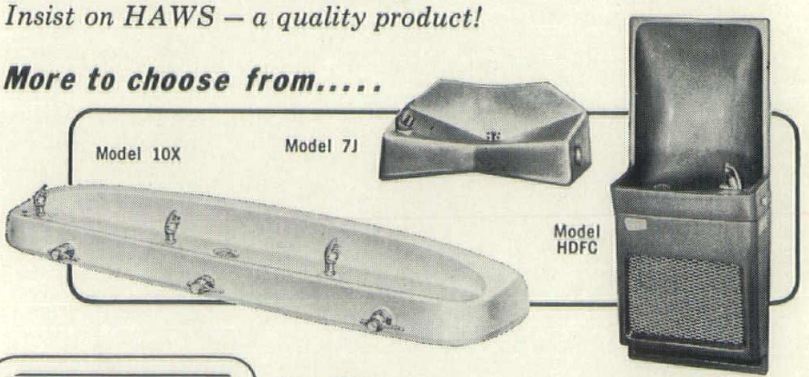
Model 36-DY



of water

Haws complete line of fountains and coolers fits every school area. When Johnny wants a drink in classroom, corridor, cafeteria or outdoors, there's a Haws fountain to suit the situation. To protect Johnny, all Haws fountains have sanitary design. To protect the fountains, they're cast in hi-strength Tenzaloy aluminum, stainless steel, bronze, vitreous china, fiberglass and enameled iron. Vandal-proofing keeps Haws fountains working smoothly and looking sharp. Multiple bubbler models meet "rush hour" demands; color and design provide decoration. There's a Haws fountain to fit your "specs." Write for the new Haws catalog.
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ing. Repsonsibility for this code, which was prepared by the Division of Housing and Community Renewal in 1958, and since revised, was vested in the Building Codes Bureau in April, 1962.

BUILDING CODES BUREAU

The Building Codes Bureau is conducting a series of regional, all-day plumbing clinics throughout the State to help achieve a uniform interpretation of the regulations listed in the portion of the State Building Construction Code applicable to Plumbing. In this way, municipal officials responsible for administering plumbing regulations are given a chance to exchange ideas and share advice on the solution of local problems.

The clinics are conducted by Louis Nielsen, the Code Bureau's associate plumbing engineer. They have been held thus far in Albany, Babylon, Hempstead and Rochester.

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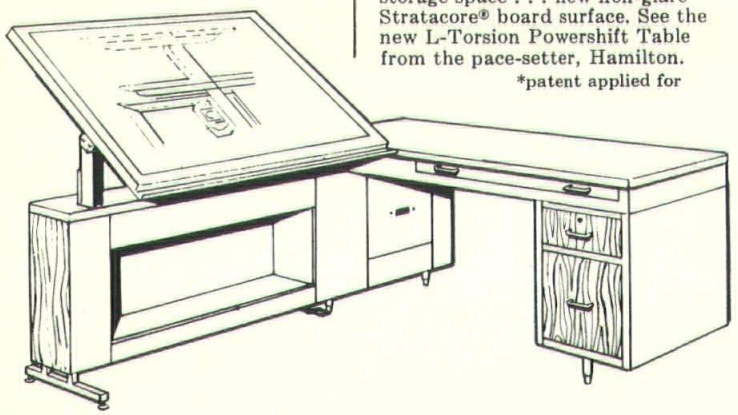
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TAX ON BEAUTY

The building which most architects acknowledge as the "most beautiful curtain-wall building in America" is paying a penalty for it. Park Avenue's Seagram Building has been judged by New York City's Tax Commission to be so expensively elegant that it should be taxed on a basis about 50 percent higher than if it were one of the bleak glass boxes that surround it.

Bronze-sheathed and thrusting out of a fountained plaza, the 38-story Seagram Building cost 36 million dollars—more than twice as much as a building constructed to the usual speculative standards. But the tax commission reasoned that the company had spent the extra money for prestige, and prestige should be taxable. Seagram went to court and lost.

Spending money on beauty, according to the justices' decision, is nothing but a manifestation of "conspicuous waste." The justices' alternative doctrine was obviously conspicuous mediocrity. Editorialized Architectural Forum "Make no mistake, if this outrageous decision is permitted to stand, its effects on our cities will not be superficial, but disastrous.

—From TIME

NOTE:

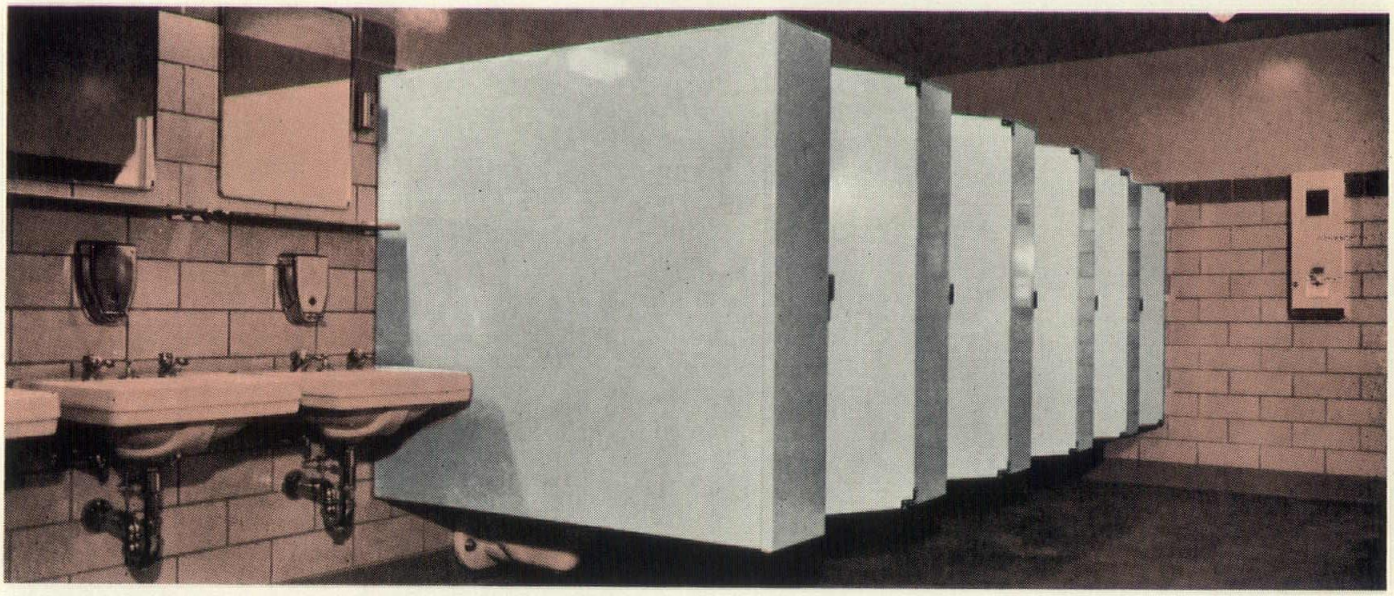
President Kennedy has appointed a commission on the arts to encourage the furtherance of American culture. If American Architecture is ever to attain importance in the eyes of the world, we must make every effort to encourage President Kennedy's intentions. We must not only indicate our approbation in that direction but each and every architect must do his utmost at all times to impress upon tax collectors and their governmental authorities, including jurists, the need for encouraging and abetting even better architecture by rendering decisions which will lessen, rather than increase, the burden on an already overburdened building construction economy.)

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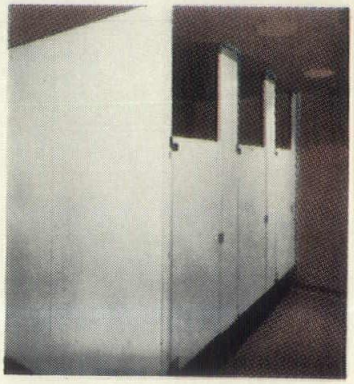


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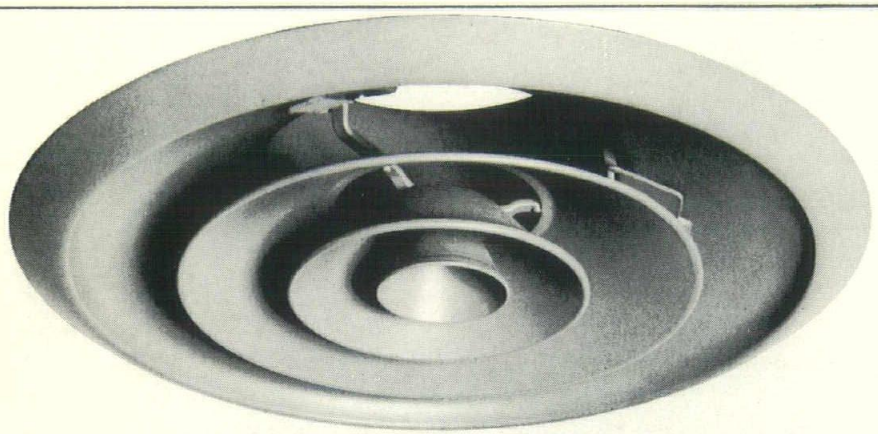
46-10 11th STREET, LONG ISLAND CITY, NEW YORK 212-ST 4-3380

Need for Controls to Protect Against Giving a Faulty Certificate of Payment

An architect had issued Certificates of Payment which included payment of plastering work that had been neither completed nor inspected by the city authorities. Also Certificates of Payment were issued to reimburse the general contractor for payments to sub-contractors which payments, in fact, had not been made. The architect relied on the general contractor's requisitions and had not checked to see that the plastering work had been completed and inspected, nor had he checked to see that the sub-contractors had been paid.

The general conditions of the contract authorized the architect to withhold payments if the contractor had not properly made payments to the sub-contractors. The sub-contractors quit the job and the contractor was dismissed. When the owner brought claim against the architect, the court held that these claims constituted sufficient allegation of negligence on the architect's part to allow the case to go to the jury. The court also stated that the architect should have required receipts of payment or releases from sub-contractors. The court also observed that the negligence of of the contractor in submitting false application for payment could not protect the architect from liability for his own negligence in improperly issuing Certificates of Payment.

MORAL — Establish reliable checking procedures on which to base a Certificate of Payment. State clearly in writing the extent and limitations of the intended checking procedures as to both quality and quantity and be sure this is understood by the owner.



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COMMENTS ON ZONING

In examining possible purposes of zoning, it would seem that different persons with diverse interests will see totally different purposes in zoning ordinances.

Present residents, happy in their surroundings, look upon zoning as a means to retain the status quo, or some reasonable facsimile thereof.

The governing body of a community sees zoning as a means to stimulate and/or control growth. Assuming the normal tendency of a community to grow, the governing body may consider zoning as a means to keep this growth in orderly and manageable proportions and to direct it toward improvement of the tax base.

Potential new residents expect zoning to provide for their individual personal or economic needs, such as smaller lot sizes, units in multi-family structures, or provision of improvements.

Landowners may hope for zoning to provide them the means for a maximum return and quick profit, or perhaps for a long range, gradual development in the absorption of their available sites.

The building-developer, depending on his particular field, may hope zoning will provide him a buy-build-sell opportunity, or perhaps a buy-build - rent - hold, maybe - sell - later, situation in multiple dwellings or in commercial and industrial structures.

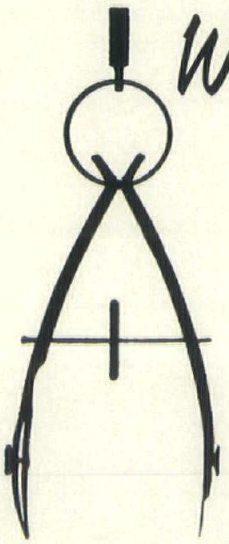
The investor will look upon zoning as assurance for protection of his long range earnings.

Local businessmen see zoning as a vehicle of community growth, and thus advancement in their earnings base.

Clearly, some of these interests are in opposition to one another and will lead to conflicting recommendations as to what zoning should be.

Zoning should be based on a studied, planned optimum (not necessarily maximum) population goal for an area.

Zoning should make a rounded approach, including a balance of area requirements among varied housing types, business, industry, recreation, public buildings, public open spaces — in other words, it should be very closely integrated with the planning function. It should help in directing toward an integrated community rather than a strictly "dormitory" suburb. (con't Pg. 76)



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Zoning should take into account natural features of the land, both good and bad, and use these appropriately.

Zoning should be in large area units, encompassing natural or economic regions, possibly country-wide, rather than by individual small communities whose boundaries are usually entirely arbitrary.

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Large lot zoning originates in the existence of estates, farms, and acreage pieces generally, and in the desire of people on them to retain a rural atmosphere. In my opinion, it is desirable that some sections throughout suburban areas be encouraged to remain relatively open, even if in private hands, and it is not necessarily inevitable that eventually urban sprawl must swallow all the open land. Maintenance of greenbelts, scenic country, etc., close to urban centers, affords sections through which country driving and hiking are still possible as a relief from urban and suburban life. Public parks and parkways are a big element in this, but open, private lands are a welcome addition and, in large estates, do not require extensive public improvements.

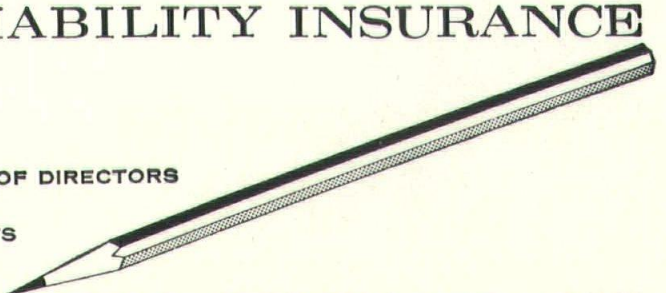
It is difficult to estimate just where zoning of lot sizes begins to make sense. It seems to me that four-acre zoning, as practiced in some up-County areas, does not, unless perhaps in very rugged terrain or other special sites. Four-acre zoning does not create estates, open fields, or deep country areas, but merely forces slightly greater house-to-house separations, often burdening a modest-income owner with more land than he can comfortably keep in condition. This sometimes results in alternating patches of cleared and uncleared land, and the impression that there is neither a community nor a country feeling, but an unsatisfactory hybrid. If road construction standards are high in such areas, their cost per house becomes excessive; if roads are cheaply built, they become an annual maintenance burden on the community.

To a lesser extent, we believe these same ob-

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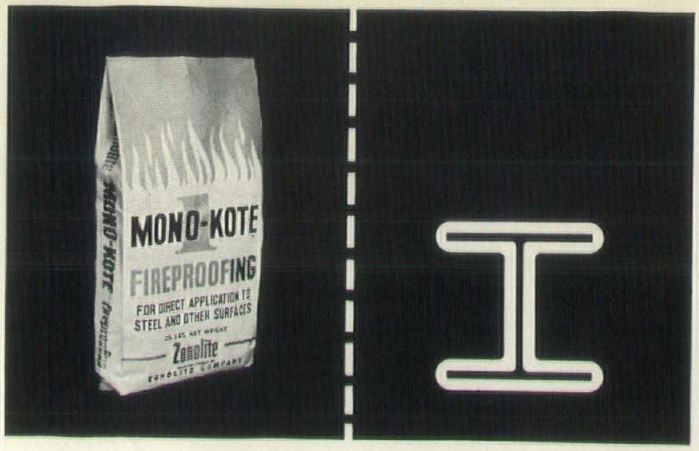
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jections apply to three-acre and two-acre zones.

Our own opinon would be that area zoning should stop at about one acre, and that it is economically feasible to provide public water and roads, but perhaps not always public sewage disposal, for this type of development—making it suitable for some home-builder operations. However, the quantity of one-acre zone areas in a community should not be so great as to create a one-class society, but should be carefully integrated with an inclusive community pattern. Obviously, most land should be zoned to smaller plots, with full public improvements and some public, open spaces provided in each community.

The large-lot ideology has also been applied to garden apartments in several municipalities, where land areas up to 3,000 square feet per family, or more, are required. Combined with deep set-backs and other limitations, the ruling has virtually made construction of multi-family dwellings prohibitive. This is useless, and the zone should either be made feasible or be eliminated altogether and replaced by some realistic use.

Some form of architectural control is desirable. The difficulty lies in setting standards and, thus, the necessity of relying on personal judgments and human vagaries. A Board often tends to become dictatorial, to serve almost as a Board of Design, and to indulge itself even where public interest is not really concerned.

The Dobbs Ferry Board was formed after a row of particularly objectionable houses were built along a main thoroughfare. It has done some good, but we understand it has lately become embroiled in a controversy in which personal feelings about design have become dominant.

The White Plains Board has no legal status except to "suggest"—yet the Building Department has instructions not to grant permits until the Board has approved a plan—and not to grant a C. O. until landscaping as approved by the Board is installed. It has even, in our experience, involved itself in the use of materials permitted by Code, where appearance is not involved. Yet its operation breaks down when a plan is approved showing certain features, and a builder subsequently omits or changes them; the appearance is altered, but no Code provision is violated, so the building still gets it C. O.

Since the architect is responsible for the work of his employees, he should exercise extreme care in selecting them and in checking the work which they do for him.



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"It is a well-known fact that wild ducks fly in flocks and are sworn to protect each other from any old bird who tries to engage them in conversation. It is believed that the extreme flying speed of the wild duck is largely due to this perfectly natural desire to escape from other birds going their way who have been that way before and are eager to tell about it."

—Irving D. Tressler

"To build, to build!
That is the noblest art of all the arts.
Painting and Sculpture are but images,
Are merely shadows cast by outward things
On stone or canvas, having in themselves
No separate existance. Architecture,
Existing in itself, and not in seeming
A something it is not, surpasses them
As substance shadow."

—Longfellow, in Michael Angelo

"A bird sitting on eggs is all eye and tail, a miracle of silent radiation and patience. It is almost impossible to meet, squarely, the accusing gaze of a broody bird, however unjust the accusation may seem. Perhaps this is because the birds dedication is pure—untainted by expectation of a hatch. (Nobody is more surprised than a hen bird when the shell opens and a chick comes out.) This classic pose of a bird is the despair of creative people: we have never seen a broody artist sitting on an egg except knowingly in an attitude of sly expectancy."

—E. B. White

Serendipity: The word occurred originally in a story mentioned by Horace Walpole, the English wit and connoisseur who died in 1797. The title of the story was "The Three Princes of Serendip," which was the old name for Ceylon. It seems that these three young princes were always making discoveries of things for which they were really not looking at all. Serendipity has come to mean "the faculty of making happy and unexpected discoveries by accident."

There are certain points of law with which the architect in his professional practice must be familiar.

Always take care in preparing Owner/Architect contracts to use clear, concise language. Do not use the word "practicable" unless clarified as to what it encompasses. Be sure to spell out clearly, cost, structure, time and esthetics to insure against possible litigation due to the too loose use of such language.

Carefully clarify all statements concerning minimum and maximum costs, time limits, workmanship and other such considerations. They all may vary with locale.

Correspondence has often been construed by courts of law as part of contract documents. In the absence of a formal contract, letters setting forth understandings or acknowledging obligations are contracts. Verbal instructions and agreements are binding, but never a basis for litigation. A written contract is always necessary and it must be expanded properly and thoroughly enough to cover all modifications to the original agreement.

Always obtain signed copies of all contracts and contract documents. A written contract and signature can never be a basis for litigation; it is only the breach of a contract that is contestable. Many suits between architects and owners are due to the owner's lack of initial understanding of the specific duties, responsibilities and rights of the architect. Both the owner and the contractor should sign contract documents.

Be sure to specify time of fee payment in the contracts. Also stipulate the customary proportions and manner of payment. It is good policy to include a neutralizing clause in the contract as a safeguard. In the payment clause "——the owner may withhold payment until he has approved all drawings and specifications, but such approval shall not be held UNREASONABLY.", the word "unreasonably" is the best neutralizer and it can also be effectively applied to the time of payment.

No claim of a contractor shall be valid unless in written form, based on a written authorization.

Practitioners should be fully conversant with the latest amendments to the building codes of both the state and the municipality in which the work is taking place. Also make sure as to whether the municipality in which the work is located has adopted those amendments.

Always state in writing that the accuracy of subsurface borings is not guaranteed by the owner.

Always obtain detailed clarification of the budget and express it exactly in the contract. If the cost is not to exceed a certain figure, state the figure in the contract and design the work to that figure.

Do not guarantee estimates of cost of construction. If costs must be estimated by the architect, stipulate that the estimate represents the PROBABLE cost. Professional Liability Insurance does not protect architects and engineers against claims for damages due to inaccuracies in cost estimates.

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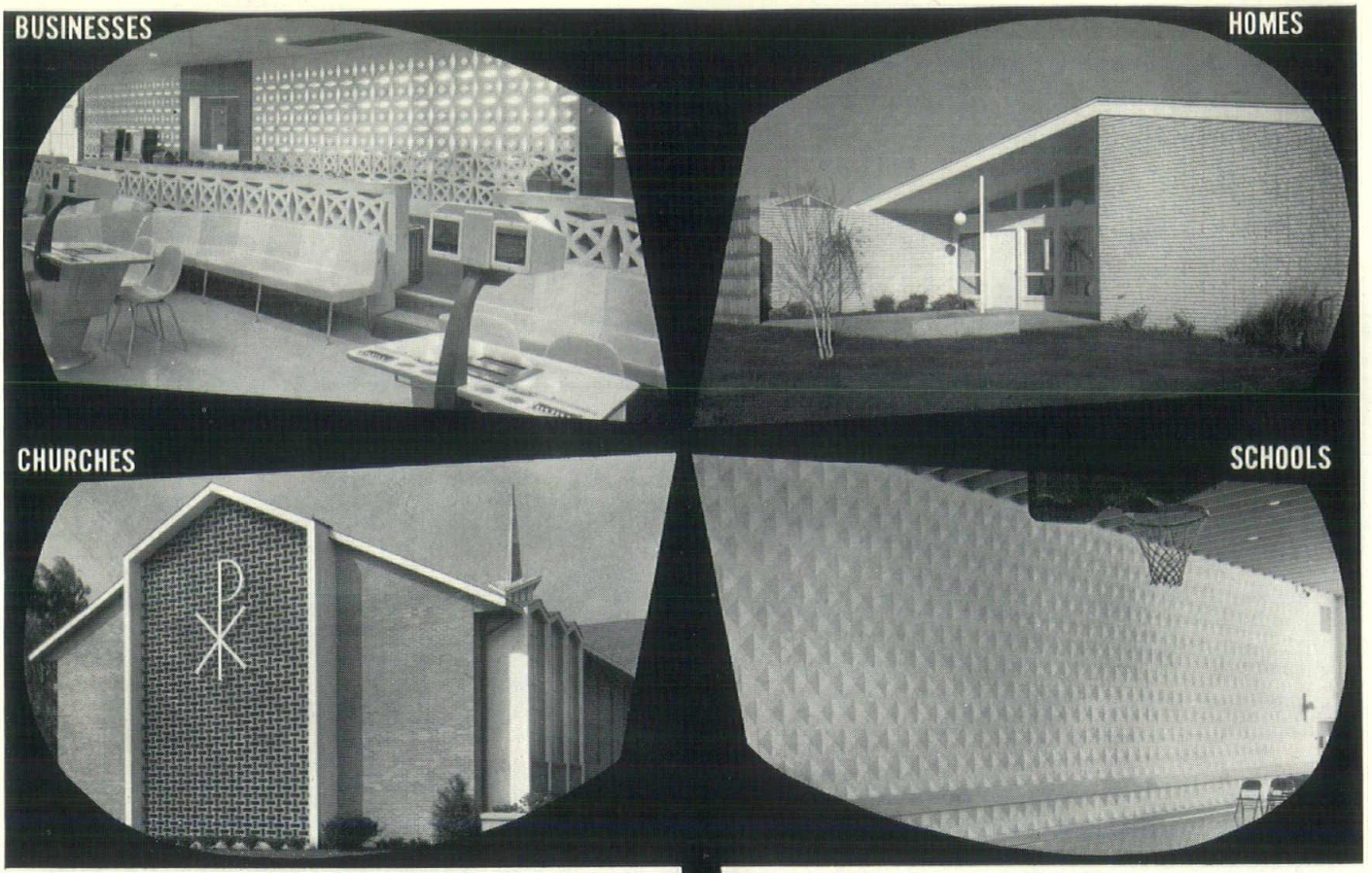
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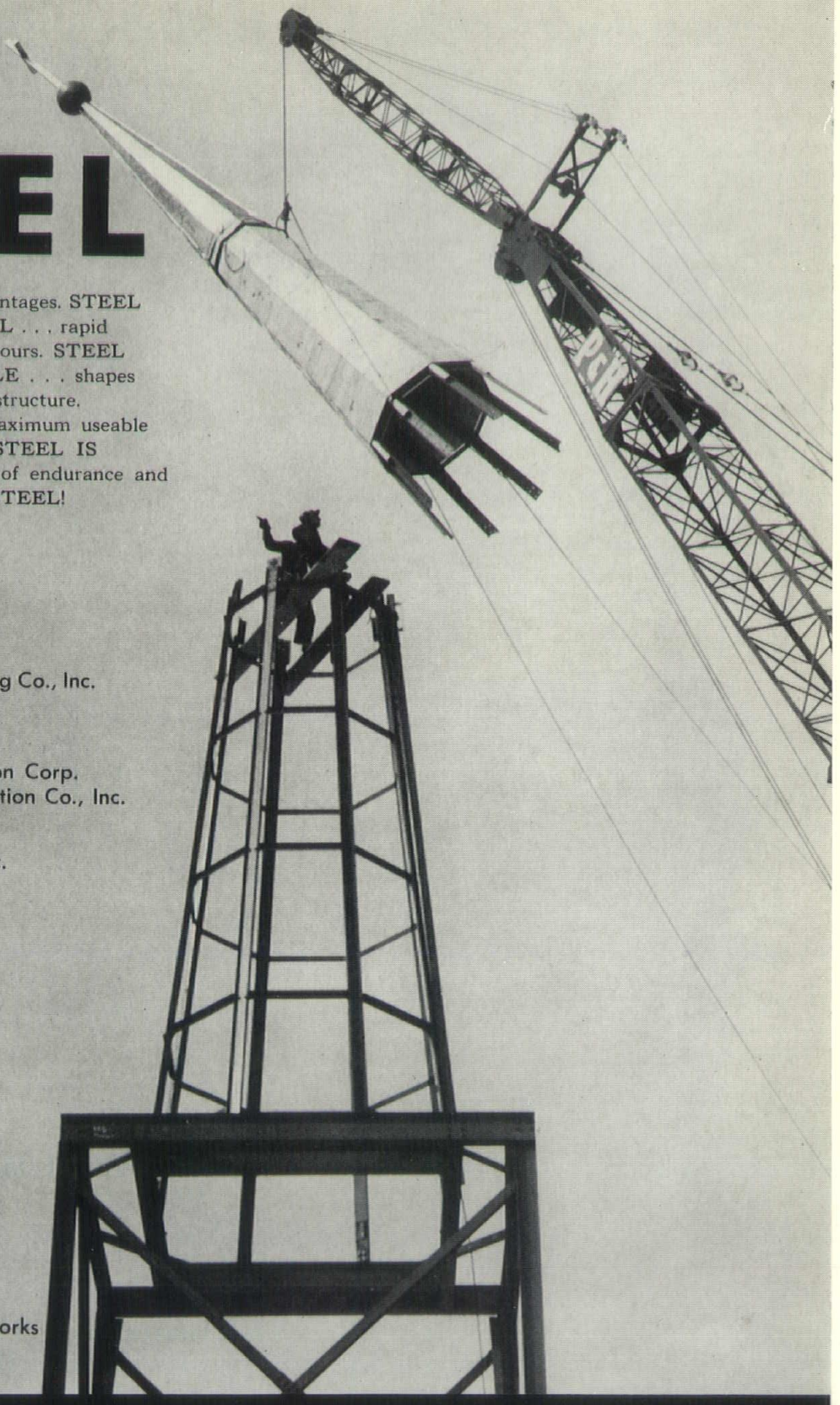
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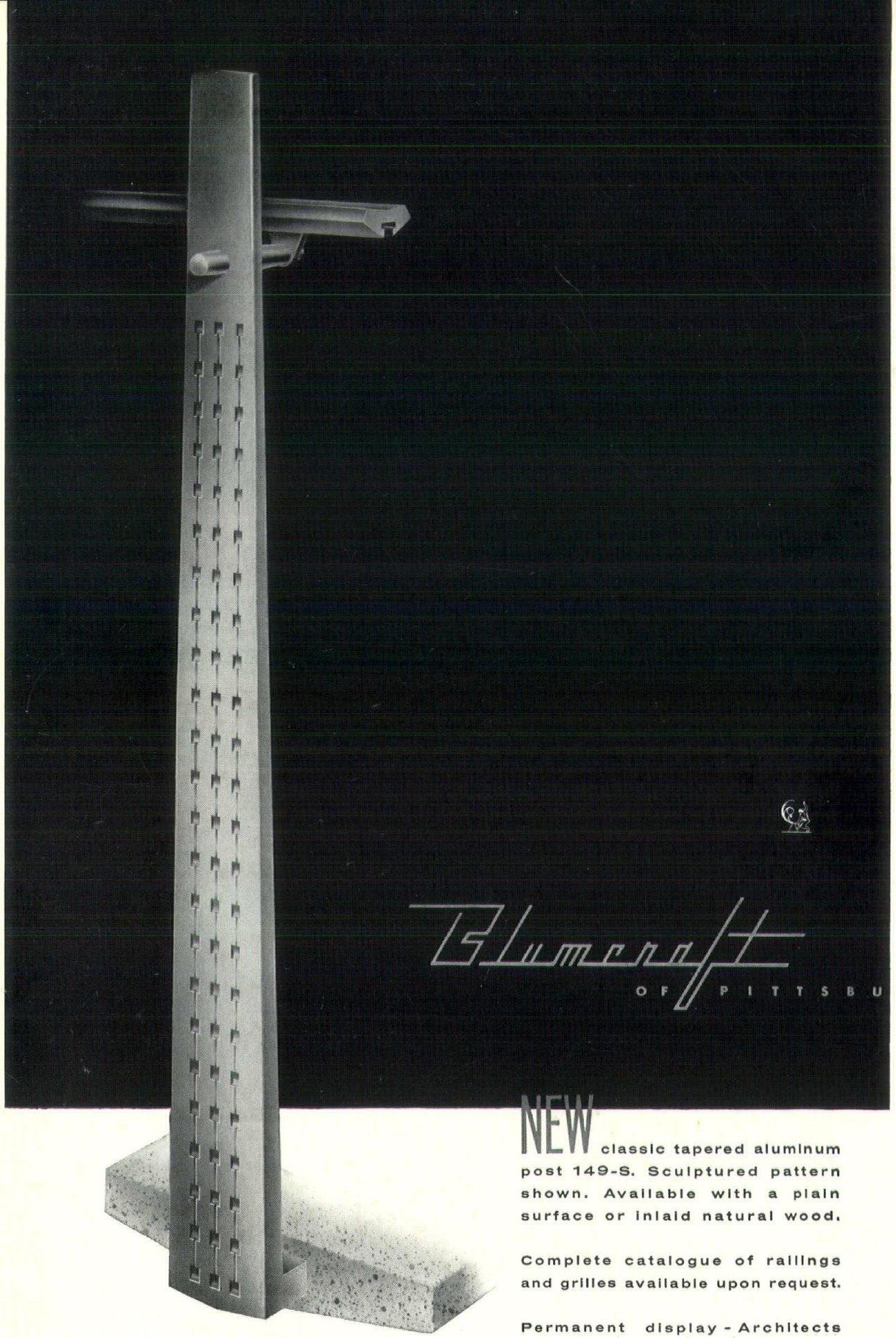
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